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REPORT.

GOVERNMENT CONTRACTS (FAIR WAGES RESOLUTION).

Ordered, by The House of Commons, *to be Printed,*
3 July 1896.

LONDON:
PRINTED FOR HER MAJESTY'S STATIONERY OFFICE,
BY EYRE AND SPOTTISWOODE,
PRINTERS TO THE QUEEN'S MOST EXCELLENT MAJESTY.

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STATE OF NEW YORK.
DEPARTMENT OF LABOR.
JUN 28 1907
ALBANY, N.Y.

R E P O R T

FROM THE

SELECT COMMITTEE

ON

GOVERNMENT CONTRACTS (FAIR WAGES RESOLUTION);

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

APPENDIX, AND INDEX.

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277.

Government Contracts (Fair Wages Resolution).

Ordered,—[*Thursday,* 14*th May* 1896]:—That a Select Committee be appointed to consider the working of the Fair Wages Resolution of February 1891, and its administration by the various Government Departments.

Committee nominated of—

Mr. Allison.
Mr. Banbury.
Mr. Broadhurst.
Mr. Buchanan.
Mr. Sydney Buxton.
Sir William Coddington.
Mr. Davitt.
Sir Charles Dilke.
Sir Arthur Forwood.
Mr. Jackson.
Mr. Maclean.
Sir Matthew White Ridley.
Sir Albert Rollit.
Mr. Parker Smith.
Mr. Powell-Williams.

Ordered, That the Committee have power to send for Persons, Papers, and Records.

That Five be the Quorum of the Committee.

Ordered,—[*Monday,* 1*st June* 1896]:—That Sir William Coddington be discharged from the Select Committee on Government Contracts (Fair Wages Resolution).

That Mr. Walter Morrison be added to the Committee.

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REPORT.

THE SELECT COMMITTEE appointed to consider the working of the FAIR WAGES RESOLUTION of 13th February 1891 and its Administration by the various Government Departments;——HAVE agreed to the following REPORT:—

YOUR Committee have examined Witnesses representing the principal Departments responsible for Government Contracts, who have explained the system under which they respectively carry out the Fair Wages Resolution of 13th February 1891.

The Session being now far advanced, the Committee have come to the conclusion that, as there will not be sufficient time this year to finish their investigations, it will be best for them to report the Departmental evidence already taken, and to recommend that a Committee on the same subject be appointed at the beginning of the next Session of Parliament.

3 *July* 1896.

07045

PROCEEDINGS OF THE COMMITTEE.

Thursday, 11*th June* 1896.

MEMBERS PRESENT:

Mr. Davitt.
Mr. Parker Smith.
Sir Charles Dilke.
Mr. Broadhurst.
Mr. Sydney Buxton.
Sir Matthew White Ridley.
Mr. Maclean.
Mr. Morrison.
Mr. Allison.
Sir Arthur Forwood.

Sir MATTHEW WHITE RIDLEY was called to the Chair.

The Committee deliberated.

[Adjourned till Tuesday next, at Twelve o'clock.

Tuesday, 16*th June* 1896.

MEMBERS PRESENT:

Sir MATTHEW WHITE RIDLEY in the Chair.

Mr. Davitt.
Mr. Buchanan.
Sir Charles Dilke.
Mr. Broadhurst.
Mr. Sydney Buxton.
Mr. Powell-Williams.
Mr. Morrison.
Mr. Maclean.
Mr. Allison.
Sir Arthur Forwood.
Mr. Jackson.

Mr. *John Taylor*, C.B., and Mr. *A. Major* were examined.

[Adjourned till Friday next, at Twelve o'clock.

Friday, 19*th June* 1896.

MEMBERS PRESENT:

Sir MATTHEW WHITE RIDLEY in the Chair.

Mr. Davitt.
Mr. Parker Smith.
Mr. Broadhurst.
Mr. Sydney Buxton.
Mr. Powell-Williams.
Mr. Morrison.
Mr. Maclean.
Mr. Buchanan.
Sir Charles Dilke.

Mr. *A. Major* was further examined.

Mr. *James Williamson* and Mr. *Tatham Gwyn* were examined.

[Adjourned till Tuesday next, at Twelve o'clock.

Tuesday, 23*rd June* 1896.

MEMBERS PRESENT:

Sir MATTHEW WHITE RIDLEY in the Chair.

Mr. Davitt.
Mr. Parker Smith.
Sir Charles Dilke.
Mr. Sydney Buxton.
Mr. Powell-Williams.
Mr. Morrison.
Mr. Maclean.
Mr. Allison.
Sir Arthur Forwood.
Mr. Buchanan.
Mr. Banbury.

Mr. *James Williamson* and Mr. *Tatham Gwyn* were further examined.

[Adjourned till Friday next, at Twelve o'clock.

Friday, 26*th June* 1896.

MEMBERS PRESENT:

Sir MATTHEW WHITE RIDLEY in the Chair.

Mr. Davitt.
Sir Charles Dilke.
Mr. Broadhurst.
Mr. Sydney Buxton.
Mr. Morrison.
Mr. Banbury.
Mr. Parker Smith.

Colonel *Beamish*, R.E., Mr. *James Duncan*, and Mr. *H. R. Pennefather*, C.B., were examined.

[Adjourned till Tuesday next, at Twelve o'clock.

Tuesday, 30*th June* 1896.

MEMBERS PRESENT:

Sir MATTHEW WHITE RIDLEY in the Chair.

Sir Arthur Forwood.
Sir Charles Dilke.
Mr. Maclean.
Mr. Allison.
Mr. Sydney Buxton.
Mr. Broadhurst.
Mr. Davitt.

Mr. *Spencer Walpole* and Mr. *Cosmo Monkhouse* were examined.

[Adjourned till Friday next, at Twelve o'clock.

Friday, 3*rd July* 1896.

MEMBERS PRESENT:

Sir MATTHEW WHITE RIDLEY in the Chair.

Mr. Davitt.
Sir Charles Dilke.
Mr. Broadhurst.
Mr. Sydney Buxton.
Mr. Morrison.
Mr. Maclean.
Mr. Powell-Williams.

Colonel Sir *Colin Campbell Scott-Moncrieff*, K.C.M.G., and Mr. *Richard O'Shaughnessy* were examined.

DRAFT REPORT, proposed by the *Chairman*, read the first and second time, and *agreed to*.

Ordered, To Report, together with Minutes of Evidence and Appendix.

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MINUTES OF EVIDENCE.

Tuesday, 16*th June* 1896.

MEMBERS PRESENT:

Mr. Allison.
Mr. Broadhurst.
Mr. Buchanan.
Mr. Sydney Buxton.
Mr. Davitt.
Sir Charles Dilke.
Sir Arthur Forwood.
Mr. Jackson.
Mr. Maclean.
Mr. Walter Morrison.
Sir Matthew White Ridley.
Mr. Powell Williams.

SIR MATTHEW WHITE RIDLEY, BART., IN THE CHAIR.

Mr. JOHN TAYLOR, C.B., called in; and Examined.

Chairman.

1. YOU are, I believe, Senior Surveyor in the Office of Works?—I am.

2. It falls within your province, does it not, to deal with or advise upon the forms of contracts and tenders issued by that Department?—Yes.

3. We have a return before us, dated 1892, in which you give the circular issued by your Department in consequence of the Resolution of the House of Commons of the 13th February 1891, showing the action which the Department then took upon that Resolution; could you bring that return, so to speak, up to date, and tell us what the Office of Works have done in view of the experience which they have had since that time?—We have not made any change in the form of the Instruction to Builders which accompanied that form; that remains as it was originally decided upon. I have a copy of it here, which I can hand in for the information of the Committee (*handing in the same*). It may be convenient, perhaps, if I hand in or read a memorandum which I have here which deals generally with the course which is taken by the Office of Works in obtaining tenders.

4 Would you kindly read it?—This memorandum shows the procedure adopted by the Office of Works in regard to contracts for the purpose of conforming to the Resolution of the House of Commons of 13th February 1891. In the first place, as to contracts for new buildings at an agreed sum (coming under the head of "Special Works"): in these there is (and has been for long previous to the passing of the above Resolution) a clause forbidding sub-letting

Chairman—continued.

or piecework without the consent in writing of the First Commissioner. Consent to sub-letting is given in all cases where the proposal is to sub-let all the work in a particular trade to a responsible firm which makes such trade its special business, and where the trade is of such a nature that it is unusual for a building contractor to execute it himself. The contracts contain, however, no clause controlling the rates of wages to be paid by the contractor. The Board content themselves by issuing to all persons proposing to tender a copy of the circular marked "A," which I will hand in (*handing in the same*).

Mr. *Sydney Buxton.*

5. Are you speaking of the form marked "A," which is printed on page 14 of the Return of last year?—It is the same as that. Incidentally, it may be remarked that the fact seems also to justify the inference that when a builder desires to complete a work quickly and cheaply he finds it to his interest to employ workmen at liberal rates of wage. Then, in the second place, as regards "Contracts for Works on the system of a Schedule of Prices (Ordinary Works)," these are framed on the principle of repaying to the contractor the sums expended by him in labour on day work, with the addition of a percentage to cover cost of administration. This principle imposes on the Department the duty of knowing and approving the rates of wages paid by the contractor to men employed in day work; and the Resolution of the House of Commons of 13th February 1891 requires that in exercising this

Mr. *Sydney Buxton*—continued.

this duty the Board should see that the rates represent "such wages as are generally accepted as current in each trade for competent workmen," *i.e.*, in the place to which a contract applies. The Board have interpreted the word "wages" in the Resolution as covering extra rates for overtime, &c., and they have also considered that the Resolution requires that contractors should pay the men employed by them on measured work at the same rates as are agreed upon for men employed in day work. In adapting their system to the requirements of the Resolution, as thus understood, the Board have found it necessary to give to the terms of contract a certain elasticity for the purpose of enabling them to follow changes that may take place in the current rate of wages during the currency of the contract. The following clauses of the General Terms of Contract have been framed with this object: "20. If at any time by mutual agreement between the workmen of any trade and the master builders the rate of wages of the men employed in that trade shall have been increased or reduced, the prices for measured work under the contract in that trade shall, from the date at which the alteration is by agreement to take effect, be increased or reduced, as the case may be, by 3 per cent. for each half-penny per hour by which the wages have been increased or reduced, the adjustment being made by modifying to that extent the percentage which, under the terms of the contractor's tender, is to be added to or deducted from the prices set against the items in the Schedule. (22.) The contractor shall provide a sufficient number of competent workmen for day work, who shall be paid by him at such rate or rates of wage as the Commissioners may from time to time approve and embody in a schedule which shall, for the time being, form part of the contract; and the amount so paid by the contractor, together with such amounts as may have been paid by him in accordance with the conditions as to overtime, &c., on page 6, shall be repaid to him by the Commissioners on their being satisfied, as hereinafter provided, that the payments have been duly made by the contractor in compliance with the provisions of this condition. In addition to these payments the contractor shall also be paid a sum amounting to" so much "per cent. on such repayments in respect of his services and expenses under the conditions of the contract relating to work done in day work." The schedule of rates referred to in Clause 22 is arrived at in the first instance by requiring persons who tender to attach to their tenders two schedules, one specifying the rates which they consider are those generally accepted as current in the district, the other specifying the regulations as to overtime observed in the district. Before a contract is concluded these schedules are carefully examined, and, if necessary, discussed with the builder whose tender it is proposed to accept, and such alterations made as may be found to be required. Further changes may be made from time to time during the currency of a contract, but before agreeing to any such change, the Board would require conclusive evidence that the change was justified by a general and accepted alteration of rates in the trade. In order that men employed in day work

Mr. *Sydney Buxton*—continued.

may know the wages which the contractor claims for them from the Board, the contractor is required to give to each man sent to work for the Board a card stating his trade and the rate of his wage. This he hands to the Board's clerk of the works, who takes note of it. I will hand in the form of tender, the schedule of rates, and particulars for the information of persons disposed to tender for ordinary works and repairs. (*The same were handed in.*)

Chairman.

6. I will ask you generally have you had many complaints addressed to the Office of Works on behalf of the workmen of any violation of this Resolution or these terms on the part of contractors?—I think not. We have certainly not had many. We have had some from time to time, but very few, and for this reason, that we practically adopt the rates of wages which have been agreed to between the Master Builders Association and the workmen.

7. Have you found any difficulty in getting the particulars of these rates of wages and satisfying yourself that the rate of wage really was that answering to the Resolution of the House of Commons?—We have had no difficulty whatever where the trades are large, that is to say, carpenters, bricklayers, and masons, and such trades as those; but there is a slight difficulty sometimes where the trade is not one of the large trades connected with building; there is sometimes a difference of opinion as to whether the current rate is 8*d.* or 8½*d.* or 9*d.*

8. I am asking with regard to the second kind of contract, namely, a contract for repairs and ordinary work in which alone you put in the rate of wage. May I ask whether not only to your satisfaction but to the satisfaction generally so far as you know of the men employed by the contractors, the regulations you have put in have met the necessities of the case?—I think the regulations have given general satisfaction, so far as I know.

9. Then with regard to the first form of contract, viz., contracts for new buildings, in which I presume you deal, as a rule, with large firms?—Yes.

10. Then you put in a clause forbidding subletting, except with the consent of the Office of Works, and under the conditions you read out to the Committee: have you found so far as you know that the workmen are sufficiently protected under the clause?—I think so, because I may say that in nearly every instance, if not in all, we have been dealing with the large firms which have been connected with the settlement of the question of wages in connection with the Master Builders' Association.

11. I understand that the regulations which you have now read out to the Committee are practically the same as were made in 1892 after the first passing of the Resolution of the House?—Practically the same.

12. Practically you have made no alteration, and have not found a necessity for making alterations in the conditions since that date?—We have

Chairman—continued.

have found no necessity to change them, certainly not to any extent.

13. I gather from what you say that you do not see any necessity for any change in the forms of tender which you issue from your department?—No. They seem to me to work very well, taken generally.

14. You say that, as a whole, they have given general satisfaction so far as you know?—I believe so. I have reason to believe that the bulk of the men in the various trades, if not the whole of them, are satisfied with the regulations we have laid down.

15. It is rather a hypothetical question, but supposing complaints did reach you, or, as a matter of experience so far as they have reached you, on the part of the men to the effect that they were not sufficiently protected as they were intended to be, do you feel you have sufficient power to look into the matter and see that contractors do fulfil the engagements under which they have come?—In every case brought to our notice we make an inquiry and we practically compel the contractor to carry out the spirit of the contract he has entered into with the Resolution of the House of Commons before him.

Mr. *Sydney Buxton.*

16. I understand you to say that no change has been made in these forms since those published in the Return of 1892?—I do not think any change has been made; I remember none.

17. Would you mind looking at page 16 of the Return. Will you compare the schedule of rates on page 16 with your present schedule of rates?—On page 16 there are no rates of wages given; it is only the different trades that are mentioned in this form.

18. On page 16, I understand, the form as it was previously, required the contractor to show in one column the minimum rate per hour, and in another column the maximum rate per hour?—That was so.

19. That form, according to what I understand you to have said, has since been superseded by another form, in which he has to state in the column the schedule of rates representing "such wages as are generally accepted as current in each trade for competent workmen"?—Yes. When we had a minimum, and a maximum rate per hour, we originally intended that we should have the option of paying certain men more than the current rate of wages if we thought fit to do so. The minimum rate per hour was to be the current rate of wages in the trade. Occasionally we have to employ what we call leading men; for instance, we may have a bricklayer who is in charge of three other bricklayers, and we do not consider it right that that man, if he is in charge of three others, should be receiving only the current rate of wages, and we give him what would be in the original column the maximum rate per hour, say a penny (it sometimes varies a little, but generally speaking a penny) more than the current rate of wages in the trade.

Mr. *Jackson.*

20. Is it not stated in the footnote?—Yes.

Mr. *Sydney Buxton.*

21. I wanted to ask why you have altered that schedule into the present schedule?—We simply accept the current rate of wages in the trade now as the rate which we should pay, and we leave ourselves free to deal with what is called in the original form the maximum rate, as we may think fit.

22. That is to say you find on the whole it is best to accept the schedule of rates agreed between the masters and men, instead of making your own schedule?—Yes, we have adopted the actual rates agreed to between the master and the men as the rate which the contractors should pay.

23. I understood you to say just now that you insisted that the rates should be those current in the district in which the work was carried out?—Yes.

24. You do not state it in the form of contract itself, as they used to do at the Admiralty?—No, it is not in the contract itself.

25. Why should it not be so stated if you insist upon it?—In London we issue this form (*handing in a Paper*). That is for lump sum contracts for day work in alterations or additions. We put in the contractor's rate which he will be paid, and as changes occur between the master builders and the workmen, so we change the list of rates in this schedule.

26. By London do you mean within the 12 miles radius?—Yes.

27. Outside London what do you do?—Outside London we arrange the prices which are to be paid. We have to arrange them as nearly as we can, and we have the statement of the National Association of Master Builders of Great Britain of the rates of wages current in the various towns in England.

28. Have you had any difficulty in regard to what is the rate current in the district; has it given you any additional difficulty?—I have had no difficulty in London; I do not carry out the works in the country, but I believe that the rates to be paid in the country are settled from the document which I now produce (*producing a Paper*). It is arranged between the National Association of Master Builders of Great Britain and the workmen in the various districts.

29. That is to say, you find in the bulk of the work which you have to deal with, there is practically an agreed upon rate between the masters and men, and that you accept and base your contract upon accordingly?—Yes, that is so.

30. I understand you to say that you have not had either from masters or men, except in the case of some of the smaller trades, any complaint that you were not generally carrying out and accepting the rates current?—I do not remember that we have had any of importance. I do not remember any in London; there may have been some in the country; I am not prepared to say that there have, or have not.

31. You do not mean to say that you have not had a certain number (if not a considerable number) of complaints as to particular contractors not paying the acknowledged rate?—I think there have been some complaints, but wherever we have had complaints we have invariably gone into

Mr. *Sydney Buxton*—continued.

into the question and have enforced the payment of current rates of wages, so far as we are able to do so.

32. You have had some complaints?—I do not at the moment remember one in London, but there may have been some from the country. As I mentioned before, I do not do the work for the whole of England. I only do it in the London district.

33. I do not want to trouble you now with the particular complaints, but I hold in my hand some which probably you will have to deal with later; but, generally, your argument is that, taking into account the large amount of work you have to do, the number of complaints is not large?—It is very small.

34. And where there have been complaints the Department have practically met them, and have come to terms, as between the men and the contractors?—That has certainly been my experience in the London district which I personally control. I do not control the works throughout the country, but I have not heard of any great number of complaints even from there.

35. Supposing there was a complaint sent in to the First Commissioner of Works that a particular contractor was not paying the current rate, what would be the mode of proceeding?—If it were a case of day work, we should immediately enforce the payment of these rates.

36. I wanted to know what would be the administrative system; supposing some trades union make a complaint to the First Commissioner, what is the next step?—The papers would be referred by the secretary to the surveyor under whom the works were being executed, and he would be requested to make inquiries into the statement.

37. Would it come through your hands?—In London, but not throughout the country.

38. It would come direct from the First Commissioner to you?—Yes, if a London complaint.

39. What course would you take?—I should immediately make inquiries as to what the men were receiving from the contractor. I should either see the contractor myself, or one of my assistants would see him. I should then probably send for him to come to the Office of Works and discuss the matter, if further discussion were required.

40. Would you see the man himself?—Certainly I should see the man if I found there was any necessity. If I found that the men were correct and the builders were not paying the current rate of wages, I should, so far as I might be able, insist upon the builders at once paying the current rate.

41. Have you had any cases where you have actually seen the men where the question has been in dispute as to what they are paying?—The men have very frequently been to the Office of Works as deputations to see the First Commissioner, at which I have attended.

42. Have you had cases in which, where the dispute has continued, and there seemed a difficulty of arriving at the truth, you have had the masters and men brought together so as to discuss it?—I do not remember that masters and men have ever been brought together.

43. Supposing there is a case of dispute, and the employers say that they pay one rate and the men deny it, and say that there are deductions, and so on, how would you get the information to inquire into it?—I should have to get the information in the best way I could from the contractor, and if necessary I should require to see his pay sheets for the week.

44. You think his pay sheets would necessarily show what he was paying?—They ought to show it accurately.

45. Do you think that your system of arriving at the true facts of the case is the best, or is there any other better process which could be devised?—I do not know of any better process. We should be very glad to adopt a better if we could have one pointed out.

46. What I had in my mind was whether in any way some labour department, or some other department, might be the sort of body to go into this question, where there was a point in dispute and where the Department itself found it difficult to settle it?—Wherever we have to decide what is the current rate of wages, we must I think in every case fall back upon what has been decided between the Master Builders' Association and the workmen. Where they are at variance (as some of them are at this moment) we do not adopt a higher rate of wages until a settlement has been arrived at between the Master Builders' Association and the workmen themselves.

47. I understood you to say just now in your examination-in-chief that there were some small trades in which there was not a rate of wage agreed upon in the same way as it is in some of the larger ones?—Yes; in some of the small trades we have a little difficulty in arriving at what is really the current rate.

48. What do you do in that case?—We make a provision that we accept what is submitted as the current rate at the time on the part of the parties tendering, and that if it is shown afterwards that the rate is not what the contractor has stated, he shall pay such higher rate as we find the workmen may be entitled to.

49. Have you had such a difficulty of late?—Not of late.

50. I take it from what you have said that generally, whatever may have been the difficulties when this new system was introduced, it is working very smoothly now?—It is working quite smoothly at present.

51. In your opinion it is working to the satisfaction of both masters and men?—Yes, I have every reason to believe so.

52. Have you any complaints from contractors to the effect that the system you have introduced hinders them in freely carrying out Government work?—No, I think not. I think you will find, if you refer to the list of rates which I handed in just now, that those are all rates which have been agreed to between the masters and the men, plus a penny an hour for the contractor. This schedule which I have handed in is issued only for the purposes of lump-sum contracts, for variations in day work. You will observe that the bricklayers' rate was 10½*d.* when this was printed, and that the carpenters' rate was 10½*d.* Those have now, as you will find altered in red ink, been put up, each of them, to 11*d.*, to make up the

Mr. *Sydney Buxton*—continued.

the halfpenny an hour which was given a fortnight or three weeks ago. So that we travel along side by side with the arrangements made between the master builders and the workmen.

53. Have you had complaints made to you of the delay in settling these questions when complaints have been made to the First Commissioner?—No, I have not had any experience of that.

54. I may take it generally from you that, in your opinion, as being personally interested in this question, as regards your Department at all events, the system of scheduling the rates per hour that must be paid by the contractors has worked satisfactorily?—Quite satisfactorily. We put into the hands of every workman who is employed a card giving his name, his trade, and the rate of wages which he is to receive from the contractor sending him, and if he does not receive that rate of wage, it is his fault.

55. Do you insist also that these rates should be put up in the workshop, or somewhere publicly?—No, I think not.

56. Do you not think that would be a good plan?—I do not think so, because the rates which we put upon the card are all the current rates that are agreed to between the master builders and the workmen, therefore there is no necessity to put them up in the workshop.

Mr. *Broadhurst.*

57. What class of work do you have to control outside the London radius?—I do not control any work outside of the London district. That is done by another surveyor.

58. In what Department would he be?—He is in the Office of Works.

59. Does he control say the Prisons and Post Office contracts?—Not the Prisons, but all the Post Offices; and the County Courts, Customs buildings, and Inland Revenue buildings all over the Kingdom, except in London.

60. Does any other Department of the Government, such as the War Office, or the Admiralty, or the Home Office, consult you as to the management of their work?—They have sometimes consulted me, and consulted the Office of Works.

61. Have they ever submitted to you their circulars and regulations?—No. I do not remember that they have.

62. You stated that you do recognise subcontracting in some particulars?—Yes.

63. Would you mind saying under what are the conditions under which you allow sub-letting, and what is the class of work you have allowed to be sub-let?—We will take a large building in which there is a very considerable amount of ironwork, iron roofing, iron flooring, girders and all such things, which a builder does not construct himself: we allow the builder to sub-let such work to firms who lay themselves out for that kind of work.

64. And plumbing also?—Plumbing, if applied for by the contractor and he nominates a firm to our satisfaction whom we can accept to do that work. Builders do not do their own plumbing work as a rule; some do, but the bulk do not.

Mr. *Broadhurst*—continued.

65. And as regards concrete flooring?—By concrete flooring I understand the honourable Member to mean fireproof flooring.

66. Yes, that is what I should have said?—In the case of fireproof flooring, we employ, as a rule firms who do that kind of work and practically do nothing else.

67. In the case of a large Government building, such as the late extensions at the Admiralty, what would be the practice of your Department in a case of that kind as to joinery, brick, stone, plastering, and so on?—That the whole of those trades should be done by the builders themselves. Sometimes an exception has been made in the case of plastering, because there again we find that there are firms who do plasterers' work and do nothing else, and we generally find that they are in a better position to do really good work than a builder who has to get together his plastering staff for the particular work on which he may be engaged.

68. May I ask you as to the practice with regard to the stone work which forms the bulk of many of the large buildings; is the practice generally carried out of the stone being worked in London for these buildings?—Yes; taken generally, it is certainly so stipulated that the stone work shall be worked in London, and, generally, not at the building but at the contractor's yard.

69. You have some control of that, I suppose; does it come under your observation?—Yes; and we should insist on really good stone work being executed in London and not at the quarries, if that is the point of the question.

70. That is my point. You have your own reasons for requiring that, have you, from experience?—Certainly; my reasons are that I get better work if it is done on the banker in London than I do if it is done at the quarries. I get ornamental work and moulded work better done; and then we do not run the risk of the stone being flushed in transit and getting the edges chipped off.

Mr. *Jackson.*

71. Would not that be at the risk of the contractor?—It would be at the risk of the contractor, but it would be an extremely difficult thing to reject a stone with much labour upon it and a considerable number of cubic feet in it because the work was slightly flushed, and yet it would not be perfect.

Mr. *Broadhurst.*

72. May I ask whether, in the case of a building such as I have described, supposing the contractor, after having obtained the order for that work, let a portion of it down at the quarries, you would consider that sub-letting within the meaning of our Resolution?—That is a matter which would have to be very carefully considered by the Department. I should myself, in such a building as you mention, be disposed to say that the contractor ought not to be allowed to sub-let at the quarries after he had taken his contract on the understanding that he was to execute the work, as other contractors would do, namely, at his yard in London.

73. What

Mr. *Broadhurst*—continued.

73. What I have in my mind is this: supposing when, say, the Government offices in Downing-street were taken by Smith & Taylor, they then sub-let the Portland stone work to be done at the quarries, what would you consider that to be?—I should say that as a department we ought not to allow it to be done in those circumstances, because, as I understand the question, the tender would have been sent in and accepted on the assumption that the stone work was to be done in the very best possible manner, and that it would be done at the builder's yard in London. Therefore, if I were in charge of the work I should say that the stone work for that building should not be sub-let afterwards to be worked at the quarries.

74. One of your reasons for objecting to that or discouraging it I will say, was that in the course of transit at times the finished stone got chipped and flushed?—Yes.

75. You have had some experience, have you, in that respect?—Yes, I have; on one occasion, some years ago, I agreed to some work (which was of a second-rate character, and was not the very best work, such as that at the Admiralty) being worked at the quarries, and some of the first deliveries were badly flushed, and I had to reject the stone that was so flushed. The result of that was that there was a great deal more care taken and more expense gone to in packing afterwards. They packed the stone in cases after that, and it reached us in fairly good condition.

76. I suppose I could hardly ask you a question as to your knowledge of the practice of other departments in agreeing to sub-letting?—No, I do not know what it is; I may have heard from time to time some portions of their transactions, but I have no knowledge of the practice of other departments.

77. I think you have been asked the question in one way or another already, but as a matter of fact, have you had any serious complaint at all, or difficulty with the various trades in London which you could not overcome, since the passing of the Resolution in February 1891?—No, we have had no difficulty that we could not surmount.

78. You have no outstanding complaints now, have you?—I am not aware of any outstanding complaints at the present time; I know of none.

Sir *Charles Dilke*.

79. Is it the case that you build the War Office, but the War Office builds the barracks?—That is so.

80. Can you remember what are the departments, besides the Home Office and the War Office, which do their own building. You build for the Post Office and the Inland Revenue, do you not?—Yes, and the Customs. We build the police courts for the Government, but not the police stations; the Police Department build their stations themselves. The only other department that I can call to mind would be the Admiralty; the Admiralty do a great deal of building themselves.

81. Do you build the Admiralty?—Yes.

82. Has your attention been called to the requisition which has been made for some time past

Sir *Charles Dilke*—continued.

and which has been made in this Session of Parliament for the annual publication of a list of the principal Government contracts?—No, my attention has not been called to that.

83. Are you not aware that, on behalf of the Treasury, the Secretary to the Treasury stated in the House of Commons that the Treasury would have no objection to the publication of such a list, but that the War Office and the Admiralty saw some difficulty?—I am not aware of that.

84. Should you have any difficulty in your department in publishing an annual list of contracts exceeding, say, 500*l.*, not with the prices in any detail, but so that the public might be be aware what firms were doing Government work?—I am not aware that there would be any difficulty.

85. So far as you employ men yourself directly under the Office of Works, do you pay the same rate of wages as you insist upon in contracts?—I do not remember that we have employed mechanics or labourers connected with the building trades ourselves at all.

86. You say "connected with the building trades"; your evidence, however, is not strictly confined to what would be called the building trades, is it?—All these documents which I have handed in relate to the mode of obtaining contracts and of dealing with them and are prepared with a view to showing the procedure adopted in regard to contracts for new buildings or for ordinary works and repairs to buildings.

87. Your answers to-day would cover electric work, for instance, would they not?—Generally speaking I suppose they would; but electric work is in a very transient state.

88. That is the reason of my question; it is one of the difficult questions, is it not?—It is a very difficult question; we have no actual data to go upon.

89. And there is an enormous discrepancy in the rates of wages there, is there not?—Yes.

90. How far does the question arise with you of giving any contracts to dear or to cheap districts; are there any of your contracts which are not necessarily to be done in one place where you would have the option of giving them over the whole of the country?—For all our large contracts we advertise publicly, and we consider every tender sent in, no matter where from.

91. Most of your contracts are for work which must necessarily, from its nature, be done in a given place; for instance, a building to be erected say in London?—It does not follow that it is done by London people, because the last large building I had to deal with was the Record Office in Chancery-lane, and that has been done by a country firm from Rugby.

92. I have not made myself understood. Most of your contracts are of this nature, are they not, that the work to be done is the erection of a building in a given place, say London?—Yes.

93. But some of your contracts under the Board of Works are probably contracts, are they not, for work which might be done anywhere; do you not, for instance, have to order garden seats to be made?—Yes.

94. Some

Sir *Charles Dilke*—continued.

94. Some of your contracts would be for work which might be done anywhere in the country?—Yes, taking garden seats, for example, we should get those from a London firm who might be able to supply the best seat at the lowest rate; we would not care where they were made; we would not raise that question.

95. You do not bear in mind in the case of contracts under your office any of such a nature as could be given to any part of the country, but which, nevertheless, were to be done directly for you?—No.

96. That case does not arise, you think?—It does not arise, if I understand your question rightly.

97. Take the analogy of the Admiralty for example; when they have to order ships, they may order ships to be built anywhere where ships can be built throughout the whole country; so that if you are ordering ironwork to be made for you, it might be ironwork which would be competed for by all the iron-producing districts in the United Kingdom?—Certainly.

98. You do not bear in mind that you have much of such work in your contracts?—We have some contracts of that nature, certainly; sometimes I have a London firm tendering for ironwork against a Midland Counties firm.

99. In that case, do you take into account the differences of wages in the different parts of the country?—We do not take into account the difference of wages at all in that case.

100. You would give the contract in such a case, provided the rate came up to your standard of requirements as to the current rate in the district?—Yes; we invariably send to each person one of these forms relating to payment of current rates, which requires that he shall pay the rate of wages current in his district.

Mr. *Sydney Buxton.*

101. I understand you to say that it does not say definitely on the face of the document "current in the district," but you insist upon that as the interpretation?—Whenever we ask for a tender of any kind, it may be in Manchester, or it may be in London, we send with the invitation a copy of this Form A (which I have handed in) with the Resolution of the House.

102. It does not say anything about "current in the district," does it?—The words are "current in each trade"; it does not say "in London"; therefore I take it it is in each trade anywhere.

Sir *Charles Dilke.*

103. But where the rate is varying in different trades, you take the district rate?—We have not taken the difference of the rates of wages into consideration.

104. If a complaint came, you would investigate the rate of the district?—Certainly. If it was in the country, we should not investigate the rate upon the London rate, we should ascertain what the rate current in the district was where the work was being prepared.

Mr. *Sydney Buxton.*

105. You insist upon the rate current in the district being paid, but on the face of your contract you do not so state it?—Not actually in the contract.

Mr. *Buchanan.*

106. In Scotland, in the works constructed under your department, how are the contracts made; do they come under you?—They come under the Office of Works, but there is a surveyor for Scotland resident in Edinburgh, and I have no doubt that he is governed by the same rules that we apply in London.

107. Is he bound in the same way, or does he send round forms similar to this form A?—I have no doubt he does.

108. It is not within your knowledge?—It is not within my actual knowledge. It would be so in cases where the quantities are supplied and obtained from the Office of Works in London, and I have no doubt whatever that if in Scotland the surveyor were to issue invitations to tender upon quantities supplied there, this form would accompany the quantities.

109. Are all the works under your department in Scotland done through the office at Edinburgh?—Yes, the whole of them.

110. You have not had any complaint from Scotland with regard to non-compliance with the terms of the Resolution of 1891?—They have not come before me in any way; I have heard of none.

Mr. *Davitt.*

111. Have any departments in Ireland applied to you for information as to the methods adopted in your department to give effect to this resolution?—I have had several personal applications from the principal surveyor in Dublin in regard to contracts, but I do not recollect at the moment that he has asked me any questions with regard to the resolution. He has asked me questions from time to time as to how we do our works in London.

112. Were these inquiries which you refer to made since this resolution was adopted in the House, or previous to it?—Since the resolution.

113. But they had no direct reference to this resolution?—I do not remember that they had; I think not.

114. Would you have any objection to bring those inquiries before us?—I do not suppose I have got them; I do not think they were inquiries of such a nature as would be interesting to this Committee.

115. In that case I will not press for them?—I do not think they would be of interest to this Committee.

Sir *Arthur Forwood.*

116. You have explained to the Committee that you have two forms of contract, one for new works done on the lump sum principle?—Yes.

117. And the other for what you term "ordinary works." I suppose that is more or less repair work?—Yes, principally.

118. In the explanation which you have given as regards the ordinary or repair works you said that

Sir *Arthur Forwood*—continued.

that you fixed the schedule of rates when entering into the contracts?—Yes.

119. On the principle of repaying the contractor the sums expended by him and giving him a percentage upon his outlay?—Yes.

120. If in the course of that work the wages are raised by agreement between the contractor and the men would Government pay that extra amount?—The Government would pay the extra amount per hour in day work and 3 per cent. upon measured works for each half-penny per hour of increase.

121. I have not made myself clear; the point I was asking is rather this: If, after having entered into a contract for these repair works at a certain rate of wage to each trade, plus a percentage to the contractor, during the currency of that contract the wages are raised by agreement between the master or employer and the men; you assent to an advance upon the schedule agreed upon at the commencement of the contract?—We make an advance corresponding to what has been agreed between the master builders and the workmen.

122. Therefore a contractor for repairs or ordinary works has no pecuniary inducement to contest an advance of wages to the workmen?—None whatever.

123. Then I will take the case of the lump sum work: a contractor enters into a contract to erect, we will say, the Admiralty buildings for a certain sum of money, and during the course of the construction of the buildings a strike arises, or disputes arise between the builder and his men as to whether an advance of wages is to be paid; under certain circumstances you force the builder to pay that advance?—Yes, in the absence of arrangement.

124. But you do not raise the amount of money that he is to receive for that work?—The question of lump sum contracts is a matter which is under consideration at this moment. You will observe that for the measured work contained in the ordinary works contract we have put in a clause which is in the nature of a sliding scale, so that if during the continuance of the contract a half-penny per hour be given, we will say, for instance, to carpenters, then on all works which are measured (not paid for in day work but actually measured) we give 3 per cent. to the contractor in addition to what he had before.

125. How far does that explanation apply to what you have termed lump sum work?—In lump sum work it is in my opinion a matter which will have to be faced, and there will have to be a sliding scale in contracts for lump sum work in future corresponding to that which we put into our ordinary works contract for repairs.

126. Assuming that that was applied to lump sum work there would be no risk of loss, or interest on the part of the contractor to keep down the cost upon the lump sum work?—No.

127. You have been asked some questions as to sub-letting and doing a certain portion of the work elsewhere than in London; the rates of wages in many country districts are much lower than in London in regard to several classes of tradesmen?—Yes.

Sir *Arthur Forwood*—continued.

128. I observe the Table you have put in does not show the present rate of wages payable to any trades in London?—No, I think not.

129. Have you in your mind the rate of wages paid to masons in London to-day?—It is 9½*d.*, I think.

130. Aberdeen is a place where granite is produced in considerable quantities, is it not?—Yes.

131. And, I suppose, they have skilled workmen in Aberdeen to work the granite?—Yes.

132. Would you insist upon the granite for a work to be executed in London being brought in its crude or rough state to London in order to be worked in London?—Certainly not.

133. Therefore, the masons' pay in London being 9½*d.*, and the masons' pay in Aberdeen being 7½*d.*, by your present arrangement the mason in London is not protected against the mason in Aberdeen?—I do not think that granite can be fairly considered as a stone which may not be worked there, or a granite quarry as a quarry where the stone may not be worked, because there are far greater facilities for working granite in Aberdeen than there are in London.

134. At any rate, the mason in Aberdeen receives 7½*d.*, whereas if the stone was worked in London the mason would receive 9½*d.*?—Very likely.

135. What is the difference between working granite in Aberdeen and working Portland stone at the quarries?—Granite is a material which can be transferred without danger of flushing to any great extent. It is generally worked at the quarries.

Mr. *Jackson.*

136. Would that apply to polished granite?—Yes, polished granite would be packed and put into cases.

Sir *Arthur Forwood.*

137. You said that the Portland stone could be packed and put into cases also?—Yes.

138. Therefore that risk of damage would be minimised?—It would, if well packed.

Mr. *Buchanan.*

139. Is it the fact that granite polishers only receive 7½ *d.*?—I do not know the wages of granite polishers.

140. Is it not the fact that granite polishing is a special industry and is not the work of any ordinary mason?—That is exactly what I have said, that arrangements are made at Aberdeen, and probably at other granite quarries, for producing, working, and finishing granite, which arrangements do not exist in London or elsewhere.

Sir *Arthur Forwood.*

141. Portland stone can be worked much more cheaply in the country, where the rates of wages to masons are lower, than it can in London?—It can be produced there cheaper no doubt.

142. And can be brought safely to London if it is properly packed, can it not?—Yes, if the proper expense in packing is gone to, it can be brought safely to London.

143. Under

Sir *Arthur Forwood*—continued.

143. Under those conditions would you refuse to allow it to be worked in the country and reserve it for London workmen?—For superior work I certainly should.

144. You limit it to that?—Yes, I have always done so.

145. It might happen for a certain portion of stonework you would allow it to be done in the country by workmen receiving lower rates of wages than the masons receive in London?—When the masons' work is of a comparatively simple character there is not the same objection to its being worked out of London as there is where it is required to be of superior quality. I say that the work done by the best London masons is distinctly superior to the work done at the quarries. I have found repeatedly when work has been brought from the quarries, take, for instance, some of the quarries in Yorkshire, where steps are prepared, they are not prepared in the same way that steps would be prepared here by the best London mason on the banker or in the builder's yard. The work is not of the same finish; the arrises are not the same; the mouldings are not so good. I have had some very inferior work sent from quarries.

146. If your views as to the lump sum work are carried out and contractors are protected as regards any advance in wages, would you on the other hand take advantage to the Government of any reduction in wages?—Yes, we lay that down distinctly in the sliding scale which is given in one of the forms I have handed in.

147. As the Government would be the paymaster in this case, would you have any representation on the part of the Government, as between masters and workmen, as to whether the advance in wages you would have to pay ultimately was fair or right or justified?—We should consider that the question was settled when it had been disposed of by the master builders and the workmen in conjunction with each other.

148. Though you are the paymasters?—Though we are the paymasters.

149. There is a great deal of ironwork, of course, in buildings?—Yes.

150. Ironworkers' rates are higher in London than elsewhere, are they not?—Yes.

151. In allowing a sub-contract for ironworks, or allowing a contract for ironwork on a job done in London, would you insist upon London wages being paid for that ironwork or the country rate of wages?—The country rate of wages; the rate of wages current in the district.

152. Therefore the ironworkers in London would not be protected under your system?—As a rule the ironworkers in London cannot produce the work at the same rate as the Midland ironworkers.

153. Wages are higher in London?—I apprehend that the facilities generally in London are not so great for producing that kind of work.

154. Now with regard to joinery. I suppose that a good deal of the joinery work, window cases and such like, can be done elsewhere than in London and brought to the job in London?—They could be, certainly.

155. Would you allow that to be done?—I should have to be satisfied that the work was quite equal to that which can be produced in London before I allowed it.

156. If you were satisfied it was equal to the work produced in London you would allow it?—Yes, I think so.

157. The joiners' wages in many country districts are considerably below the joiners' wages in London, are they not?—No doubt.

158. Have you a list of approved contractors in your department, or do you advertise for tenders?—We advertise; in the case of all our works it is a public advertisement.

159. You do not accept of necessity the lowest tender?—No; we give notice to that effect in the advertisement.

160. Do you ever have to pass over the lowest tender?—Yes, sometimes.

161. Do you consider it would be an advantage to have a list of suitable contractors from whom you might invite tenders for certain work?—No, I think not. I think it is very much better to have public competition, and then to take into consideration the amount of the tender, and the party by whom the tender is submitted.

162. Does that place upon the Department of Works rather an invidious office in having to consider the solvency, the character of the work, and the position of the tenderer when the tenders come in?—It does.

163. Would not it be better to consider that beforehand, and have a list of suitable persons from whom you might invite tenders?—That was formerly the practice in the Office of Works, many years ago.

164. Do you know why it was given up?—Yes, because it was considered it gave everybody a chance if we went to public competition.

165. Has everyone a chance if the Office of Works exercises a revising power over the tenders when received?—The Office of Works would never reject a tender without some very good reason.

166. But it does revise the tenders?—Yes.

167. Then do you not think it would be better to consider the element of the suitability of the contractor beforehand rather than afterwards, when you find he is the lowest tenderer?—There are several good reasons for not having selected lists of those who tender.

168. You do not agree in that respect with the practice of the Admiralty in having a large, but carefully selected, list of firms whom they invite to tender rather than going on the advertising principle?—I am speaking of the kind of work I have to control. I should not like to give an opinion upon any of the Admiralty work.

Mr. *Jackson.*

169. You spoke about the assumption on which you proceeded (I think you were referring rather to stonework), that the tender implied the work being done in London; is it necessary to leave a question

Mr. *Jackson*—continued.

a question of that kind to assumption?—It is specified now that the work must be done at the builder's yard.

170. It is no longer left to assumption?—Not now.

171. Has there been any tendency since the Resolution of 1891 was passed, to increase the amount of what you call work done at scheduled prices?—No, none whatever. The work done at scheduled prices, under what we call the contract for ordinary works and repairs in the London district and elsewhere, is for all works which do not amount in the opinion of the surveyor to more than a certain sum; we will say for instance about 300*l.* I think in London that is the amount. Anything above 300*l.* we should get a tender for, and the contractor for ordinary works and repairs has not a right to execute anything above that amount unless we put it in his hands.

172. That is to say, his contract for labour does not cover works for the value of more than 300*l.* in any one job?—That is so, if we think it desirable to have a special tender for that work.

173. Has the tendency of this arrangement been to increase the cost of the work which you have to do?—The cost of the work has increased very much since the wages have been raised.

174. You say there has been really no difficulty in carrying out the arrangements which you made?—None.

175. That is not much to be wondered at, is it, when it is only a question of employer and employed agreeing upon the sum they shall charge the Government?—They agree upon the sum they shall charge the Government in the same way as they agree upon the sum they shall charge the general public; we have no option in the matter.

176. Is that so? Supposing after a contract is taken, the men demand an increase of wages in that particular contract, where is the inducement that would prevent the employer assenting to an increase being paid upon that particular contract?—We should not assent if we were the employers, unless the increase had been agreed to generally by the master builders and the workmen in London. They agree to an alteration as a general arrangement, not upon one contract.

177. You would draw a distinction between a general agreement and an arrangement made to charge a little more for Government work which did not extend to the trade generally?—Certainly.

178. Has a case of this kind ever occurred: let us suppose a firm in London making a certain kind of machinery (using machinery as an illustration) have an arrangement with their people for a certain rate of wages which may be less than what you call the current rate of wages in the district, you would insist, as I understand, if they were contracting for you, that they should raise the wages on the work that they do for you?—We should not insist; but we should at once assent to an increase if demanded by the workpeople of that firm who were then being paid below the current rates of wages in the district.

179. As regards your particular contract even though they did not give it as regards the contract they were making for foreign governments, we will say?—If we accepted their contract we should require that they paid the current rates of wages paid in the district.

180. As regards the particular work done for you?—Yes. We should furnish the contractor with a copy of our Form A at the beginning; if he sent us in a tender and that tender was based upon lower rates than those current in the district it would probably not reach our knowledge unless the workpeople employed by him complained. If they complained we should produce this document in evidence against him and say: "You undertook to do this work paying the rates of wages current in the district, and we expect you to do so."

181. You spoke about Yorkshire stone for steps, as I understood; is your rule absolute to require as regards any contract made by your department that all that stone shall be worked in London?—No, certainly not; there are some quarry owners in Yorkshire who can work stone as well as they can elsewhere.

182. That is the point I wanted to bring out, because from a previous answer I understood you to say that such work was better done in London, and therefore you insisted upon its being done in London?—There are some quarry owners in Yorkshire who have specially laid themselves out for working their own stone, and can do it as well there as it can be done in London; but that would not be the case generally.

183. Then may I take it that your disposition to have this work done in London is not in obedience to what may be the opinion of London, but it is based on the broad question of the quality of the work?—It is. I have nothing to do with what London thinks.

184. Therefore if Yorkshire firms in your opinion were just as capable of finishing the work well in Yorkshire, you would not refuse to allow that work to be done in Yorkshire?—Certainly not; we have had a case of that kind in the Admiralty building; we have had a stone called the "silèx" stone in Yorkshire, worked by the quarry owner and well and beautifully worked, no one could work it better. On the other hand, we might be asked to acquiesce in sub-letting to very small quarries where the stone would be very badly worked.

185. You would reject it in such a case on the ground of quality?—Yes, the quality of the work.

Mr. *Allison.*

186. You say that the cost of the work has been greatly increased in consequence of this Resolution of 1891?—Yes, very much.

187. Do you think you have got better work?—No, I do not think the work is any better. I think we get the work as well done as it was done formerly.

188. But you do not think you get it better done?—I do not admit that we get it better done. I do not believe the increase in wages has added anything to the quality of the work.

189. In the case where a contractor outside the London district has been competing with contractors inside the London district, and has failed to get the contract, and yet afterwards the inside

Mr. *Allison*—continued.

inside contractor may be getting his work done outside the London district; have you had any complaint at all of that?—I do not remember any complaint that I have had in consequence of that.

Mr. *Maclean.*

190. Does it take you longer to get the work done now than it did formerly?—I do not think so. I take it the honourable Member's question has reference to the number of months in which a certain work could be accomplished.

191. Yes?—I do not think it takes longer in that sense.

192. You said that the cost of construction has been greatly increased; can you give us an idea of the percentage by which it has been increased, taking a tender now and comparing it with a tender for similar work in former times?—I should say it has increased from 20 to 25 per cent.

193. You take that as the increased cost of carrying out the Resolution of the House of Commons?—I take that as the difference between the tender we would have received 10 or 15 years ago and the tender we should receive now.

194. With regard to the rate of wages, as I understand your answers to former questions, you have only compelled the contractors to pay the rate of wages current, say, in London, where the work is being undertaken, to ordinary workmen, plasterers, bricklayers, masons, and so on, for the construction of the building; but the contractor is at liberty to buy all materials for the construction even if those materials are finished in the open market, and by competition?—Yes, that would be so.

195. So that the whole of the metal work, a great part of the stone work and enamelled tile work, and in fact everything that goes into a house, may be bought elsewhere by the contractor at what he considers a fair price to give?—Not the stone work, but probably all the rest to approval.

196. The polished granite for the doorways, for example?—As regards polished granite, he would be in a position to get the polished granite prescribed for the doorways from Aberdeen, making the price with the merchant.

197. That would be a finished piece of work?—That would be a finished piece of work.

198. With regard to brick work, can he buy white bricks, for instance, out of London, or is he bound down to any particular district?—The kind of brick to be used in the building would be described in the specification.

199. And the contractor can get them anywhere?—Yes; if they are of the kind described. If the bricks, for instance, were described to be Aylesford or Arlesey he would have to go to the district of Aylesford or Arlesey to get them.

Mr. *Jackson.*

200. That is rather prescribed than described, is it not?—Yes.

201. Some of the descriptions of bricks may be made in half-a-dozen places, but you are referring to cases where you specify the particular kind of bricks?—Yes, the contractor would have to go to the district where the particular kind of brick is made to get it.

Mr. *Jackson*—continued.

Mr. *Maclean.*

202. What kind of supervision have you over the execution of the contracts; have you a staff of experts who watch the execution of the different work?—Yes, the contract, measured work, and day work are all examined by experts and under their control. The clerk of works on the building, for instance, is the person responsible for seeing that the work is done in accordance with the specification.

203. With regard to the complaints that you have had, have there been many unfounded complaints?—No. We have not had many complaints altogether, so far as I am personally concerned. I do not know what may have happened in the country districts, but speaking of London we have had not had many complaints with regard to the rate of wages paid; we have had some, I believe, but not very many.

204. Have the contractors made no complaints of the working of this Resolution on their business?—No. I have not had any complaints from the contractors.

Mr. *Allison.*

205. With regard to this increase of price which you have mentioned of from 20 to 25 per cent., do you think that has gone to the contractor or to the men?—I should think it has gone to the workmen. I do not think it has gone to the contractor. In speaking of 20 or 25 per cent., I know that the wages have not increased by that amount; but if you asked a contractor now for a tender for work which he would have tendered for ten years ago you will find that the amount of that tender will not be less than from 20 to 25 per cent. more than it would have been then.

206. That is, I suppose, because he has to allow for larger contingencies?—There is more uncertainty, I think.

Mr. *Broadhurst.*

207. Do you ascribe that in a large measure or in any degree at all to the Resolution of 1891?—I ascribe it to the increase of wages.

Mr. *Sydney Buxton.*

208. The increase of wages which the contractor is now obliged to pay?—Yes.

209. Would this be the fact, that before he was paying 20 per cent. for Government contracts less than he would have been paying if he was a fair employer for private work?—In contracts for ordinary works and repairs that would be so; in a contract for lump sums that would not be so.

210. Why not?—Because the contractor would always employ the best men and pay them the best wages if he wants the contract work done in the best way, both for himself and his employers.

211. How do you account for the increased cost if he was not paying his men more?—He is paying his men more but not so much more as would represent that increase. We know he is paying at least a penny an hour more.

212. You

Chairman.

212. You mean, as I understand, there is a rise of wages since the time with which you were comparing the present prices quite irrespective of this Resolution of the House of Commons?—Yes, there has been a rise of wages from some cause or other; I do not ascribe it to anything.

Mr. *Maclean.*

213. Is it your opinion that the effect of this Resolution of the House of Commons has been great, not only as regards the actual works done for the Government, but as regards the works generally in the country has the example set by the Government had the effect of raising wages generally throughout the country?—I think so.

Mr. *Sydney Buxton.*

214. May we put it the other way; had the old system the effect of keeping down wages because the Government took the lowest tender irrespective of the rate paid?—It certainly had that tendency.

Mr. *Broadhurst.*

215. Was not it the fact that in many of the Government works the wages paid were considerably less in many cases than the current wages in day work and job work?—Under day work undoubtedly it was so.

Mr. *Jackson.*

216. Would you say so as a considered answer, taking into account the amount of work done?—I am speaking of the wages paid to men on day work.

217. That is not the cost of the work?—I was questioned as to the rate of wages paid, and my answer related to that only.

Mr. *Powell Williams.*

218. Would not that answer apply to all other contracts as well?—Not in the same degree. In the contract which is alluded to, namely, that for Ordinary Works and Repairs, we gave it to the contractor who put down the lowest price for the workmen per hour in his schedule; we did not care how he got his men; he put as low a price as he thought fit, and the lowest tender got the work; that is not so now; that has all been changed.

Mr. *Walter Morrison.*

219. With regard to the increase of 25 per cent. in the present cost, is it due to any increase in the cost of building materials, as compared with the cost 10 years ago?—No, I think not; I think materials remain at very nearly the same price as they were 10 years ago.

220. Taking bricks, for example, have they gone up?—Bricks fluctuate very considerably, but, speaking generally, I should say no.

221. Take timber?—Timber has gone down distinctly.

222. Now, taking the materials of mortar, they have gone up, have they not?—Some of the materials in mortar have gone up; sand is very much dearer than it was formerly.

223. With regard to iron and steel, in the last 10 years they have gone down a great deal, have they not?—Yes.

224. So that the increase of 25 per cent.

Mr. *Walter Morrison*—continued.

entirely comes from the increased cost in labour, does it not?—I should say almost entirely.

225. Do you find that the work is less efficient in regard to quantity which is done under this Resolution?—That question I do not think I have any means of answering, because it is not a question for us how much a man does if we are paying for it by a lump sum, contract, or by measurement; that is the contractor's business.

226. Supposing a contractor were to propose to employ Swedish joinery for part of his contract, would you apply these rules to the Swedish employer?—I think we should object, to begin with, to Swedish joinery.

227. Would you never take Swedish joinery?—I should be very doubtful about taking it.

228. Have you ever had a case of Swedish joinery being proposed, in your recollection?—I do not think so.

229. With regard to Belgian and German iron and steel work do you admit that in Government work?—Yes, sometimes.

230. The employer in Belgium or Germany is not subject to these regulations, is he?—No.

231. It is a hypothetical question, perhaps, but, I may ask you, is that fair to the Englishman, in your opinion?—I should think not.

232. Have you any reason to believe that these rather minute regulations have prevented firms from tendering?—I am not aware that they have; I do not think so. I think we get very nearly the same list of tenders, or tenders from the same class of builders, as we did formerly.

233. Do you get the best class of builders to tender?—Some of them; only some; a great many of them do not tender.

234. Have any of them made representations to the Office of Works as to their reasons for not tendering, remonstrating about these rules and regulations?—I think not.

235. You said in your evidence that if there was a dispute between employers and employed you would probably ask the contractor to show his pay sheets?—Assuming it to be a case that justified me in proceeding to that length I should unquestionably ask him to show me his pay sheets.

236. Can you tell us how a large contractor prepares his pay sheets and pays his men?—Yes. I have seen a good many contractors' pay sheets.

237. Is not this the process, one staff of clerks makes out the pay sheets?—Yes.

238. Another staff of clerks checks them?—Yes.

239. And another staff of clerks pays the men?—That is so.

240. So that you always have three checks which practically secure that these pay sheets are correct?—Yes.

241. Do you think it is possible that pay-sheets could be manipulated and prepared for the special purposes of the contractors in order to mislead you as to what wages they were actually paying?—It would be possible, but I should be very slow to assume that a respectable contractor would do that.

242. I was asking if you thought it was possible, seeing that three sets of people in the office would have to be parties to it; would not that be

Mr. *Walter Morrison*—continued.

be the case?—Yes. Besides that there would be the actual sum that the man was to receive in the final column, and he would know whether he received that sum or not.

243. Would not the pay-sheets be a very satisfactory guide to you as to what was actually paid?—I should take them as quite satisfactory from any of the contractors with whom I am acquainted.

Mr. *Powell-Williams.*

244. In the case of a measurement contract where you were paying the contractor by agreement so much an hour for certain work, supposing the contractor came to you and said that he had agreed with his men to pay them so much more and asked you to make good the difference, I understand you would not make the difference good unless it could be shown that there had been a general rise in wages in that trade?—No wages exceeding the wage shown upon the workmen's card would be passed in the Office of Works; that is to say, if we have a carpenter supplied, his name is upon the card, the rate of wage he is to receive is also upon it, and that is given to the man, and he takes it to the clerk of the works under whom he has to work; the card ultimately reaches the Office of Works, and the bill is passed upon the actual amount of money received by the workman.

245. That is not the point I am putting to you; it was put to you that under your system of either lump sum or measurement contracts, it was open to the contractor, after the contract had been entered into, to agree to pay more to the men employed than was contemplated at the time the contract was entered into, and it was put to you that there was no inducement on the part of the contractor to refuse to increase the wages under those circumstances, because the Government would stand behind him and pay him exactly so much more he had to pay in wages; is that the fact or not?—My answer to that question was that the Government would not agree to pay a higher rate of wages in respect of any particular work; they would only agree to pay higher wages if such higher wages were the result of agreement between the general body of builders and the workmen.

246. In some contracts, as you know, the words run that, "The wages paid shall be those generally accepted as current in the district"?—"In the trade."

247. "In the trade in the district"?—In your judgment, does it make any difference whether or not the words "in the district" are retained?—Yes. I think the words, "generally current in the trade" (as we know that wages vary very much in different districts) must carry with it an assumption that it shall be in the district.

248. That, I think, is so, and therefore would you not rather argue from that that it does not make any difference whether the words "in the district" are actually retained or not, because, in point of practice, it must be the rate of wages paid in the trade in the particular locality where the work is carried on?—That is the intention.

249. Then I would put my question again. Do you think it does or does not make any difference whether or not you retain the words "in the district"?—No; assuming that the intention is acted upon, I do not think it makes any difference.

Mr. *Powell-Williams*—continued.

250. By the words "in the district" is meant, of course, the district where the work is carried on?—Yes.

Mr. *Jackson.*

251. I want to get clearly what, in your mind, "the district" would mean. Let me put the case of a contract for the Admiralty building; so far as regards the laying of the bricks and the stone, and other materials, "the district," I take it, would be the district of London?—Yes.

252. But take the iron work, the girders; would it be the district of London, or would it be the district of Middlesbrough, for instance, where they were made?—The district where they were made, undoubtedly.

253. Therefore in the case of polished granite the wages would be those of the district of Aberdeen, but, if the granite were polished in London, they would be those of the district of London?—Yes.

254. And so would the stone work?—And so would the stone work.

255. Therefore you do not define "the district" as being the district within which the contract is carried out?—No.

256. But the district where the materials or the work may be made, whether it is in the country or whether it is in London?—That is so.

Mr. *Powell-Williams.*

257. With that explanation, do you consider there is anything gained by retaining the words "in the district"?—Yes; I think we ought to adhere to the intention that it should be "in the district."

258. What I put to you is this: whether you retain the words or not, as a matter of practice you will be driven into this, that you must pay the wages which are current in the particular district where the work is carried on, or where the materials for the work are made?—Yes, that is quite in accordance with the views of the department.

Mr. *Sydney Buxton.*

259. That being so, is it not better to make that positively clear to all the contractors, and therefore to have some words such as the War Office have in their contracts to specify that?—Wherever it becomes a question of sub-letting, the whole matter is considered.

260. I am not speaking of sub-letting, but if you insist, as you do, as I understand, that the wages shall be those current in the district, is it not better for the sake of the contractor and for the sake of saving a dispute to have the words "current in the district" inserted?—Yes; I think the insertion of the words, "current in the district in which the work is executed," would set the matter at rest; that is clearly what is intended.

Mr. *Powell-Williams.*

261. When you are dealing with a complaint that the proper rate of wages is not paid on any matter relating to a contract, and you make inquiry, may I ask whether or not you accept the trade-union rate of wages as being the current rate

Mr. *Powell-Williams*—continued.

rate of wages, or whether you make inquiry beyond the trades union rate?—We do not accept trades union rates at all.

262. Not as such?—Not as such.

263. Have you any experience at all of difficulty on the part of contractors in employing reservists or old soldiers?—We have never had a question of that sort raised.

Mr. *Sydney Buxton.*

264. I see in this schedule of rates which you have handed in, in regard to London, you have no price put down for gasfitters?—That comes under a separate contract. We have a contract for gasfitters' work.

265. Can you tell me what is the scheduled rate?—I think it is 8*d.* at the present time, and 6*d.* for assistants.

Mr. *Broadhurst.*

266. I understood you to say, in reply to a question, that not all the first-class firms tendered for your public work?—That is so.

267. Is that in consequence, in any degree, of the Resolution of 1891, or was it so previously to that time?—I do not think it has anything to do with the Resolution. I think many of the first-class builders have come to the conclusion that the prices at which the work is taken by those who are successful in their tenders is so low that they do not care to go to the trouble and expense of tendering, because they know their prices would be higher.

268. I understood you to say that recently you decided to abolish the selected list of tenderers?—It is some years ago; not recently.

269. I suppose you had very good reasons for that, had you?—I do not know that we had exceptional reasons, but we considered it was very much better and fairer that we should go to public competition, and then everyone would know what tenders were sent in, because we publish, as a rule, our tenders after a time. After a tender has been accepted we send a list of the tenders to the building and architectural papers, and they are published, and every tenderer sees how his tender stood in the competition.

270. When this Resolution was passed in 1891, and the words occurred as to the wages current in the district, was it understood generally that that referred only to the district in which the works were carried on?—Yes, I think so.

Mr. *Jackson.*

271. What does that answer mean; what do you mean by the works carried on; do you mean the work of erection, or the work of making the materials?—That is a very difficult question to answer.

272. It is a very important one, surely, is it not?—I should take it to mean this: that if the work were being done in London the rate of wages current in London would have to be paid upon the erection of the building; but in the case of manufactured articles which are brought to the building ready, and are not manufactured as a rule in London, the current rate of wages in the district where those articles were manufactured would have to be paid, and not the London rates.

Mr. *Jackson*—continued.

Mr. *Sydney Buxton.*

273. You mean when the contractor has sub-contracted for a portion of the work which he does not make himself in the ordinary way?—Whether it is sub-contracted or not; supposing, for instance, a builder took the ironwork of a large building, and said, "I am going to do this work myself, I have ironworks down in Staffordshire," the rates of wages paid for the production of the girders in Staffordshire are the rates we should have to consider, not the rates that would have been paid in London.

Chairman.

274. How does that apply to Belgian steel; you said there were certain circumstances under which you would allow Belgian girders to be used in this work?—Yes; Belgian girders have been used, and German iron and steel have been used at times, but we have no control over the rate of wages paid in Belgium or Germany.

Mr. *Powell-Williams.*

275. Do I understand you to say that in relation to every contract where the contractor has, as we say, to buy out a considerable proportion of the material, you follow all such materials and see that the current rate of wages is paid upon them?—We should not actually follow it out in that way; but if the question were raised we should be in a position to compel the manufacturer to pay the current rate of wages if we found he was paying less.

276. Supposing, for example, a contractor had to supply 40 girders, and he had contracted with a firm in the Midlands to supply those girders, and he gives you the name of that firm, do you raise any question in relation to the wages paid there by that firm?—That would be a case of sub-letting. The Resolution of the House would form part of the arrangement.

277. I should call it "lunging out"?—It is what we call sub-letting, and we should agree to his sub-letting subject to his giving us a suitable firm, and we should hand them the form containing the Resolution of the House of Commons, which must be complied with.

Mr. *Allison.*

278. Would you in such a case see the pay-sheets of the manufacturer in the Midlands?—No, we should never raise the question unless the workpeople raised it.

Mr. *Powell-Williams.*

279. Supposing you had specified a first-rate quality of red brick without indicating to the contractor where he was to get it from, the building being a brick building, do you follow the contract so far as to see where the contractor actually gets the bricks, and to find out whether or not the wages usually accepted as current in the district were paid on those bricks?—In case of red brick being used and not the particular red brick which was to be used being specified, we should have the selection of the red brick and have to approve it, but we should certainly not go the

Mr. *Powell-Williams*—continued.

the length of getting or inquiring into the wages given for the production of that brick.

280. Let me carry it a little further; assuming in a case where paint was used inside and outside a building complaints were made to you that the contractor was obtaining that paint from a place where the current rate of wages was not paid, or there was an allegation that the current rate of wages was not paid, should you follow that up?—We should inquire into it if complaints reached us.

Mr. *Maclean.*

281. Does not this Resolution of the House of Commons practically forbid you to allow German or Belgian iron to be employed in any of these buildings, because you cannot possibly follow up the rate of wages and see that the foreign employers are not sweating their workmen?—It is quite impossible for us to go so far as to inquire into the rates of wages given for the production of Belgian iron girders.

282. Then ought you not to be obliged to forbid the use of iron made abroad?—We use as much English iron as we possibly can, but there are at times sections that we can get in German and Belgian iron and steel which we cannot get rolled in this country. I have had repeatedly to fall back upon German sections and German iron because we could not get the iron from, we will say, Dorman, Long and Company, or any other firm within so many months, while we could go into the market and get the other iron at once, therefore we use it in that way sometimes. Some of the German sections are, to my mind, far superior to the English sections which we can get.

283. You could not really finish your buildings without getting foreign iron?—No.

284. In the case of foreign ironwork you cannot possibly apply the Resolution of the House of Commons?—That is so.

285. With regard to what Mr. Powell-Williams was asking you about the wages current, I take it your position in regard to that is this: you deal with respectable firms; you assume that they will carry out the contract into which they have entered, and in that contract you insist, not only by them but under the sub-contract, the recognised current rate will be paid, and you do not consider it your business to follow that out in every particular unless complaint is made?—Certainly not; it is only on complaint being made.

Mr. *Maclean*—continued.

286. When complaint is made you inquire, but it is not your business before any complaint is made to follow it up and see whether they do or do not pay the current rate?—That is the course we take.

Mr. *Jackson.*

287. Take the case of Belgian girders, though you might inquire you would be powerless to carry out the Resolution?—Quite.

288. And that would apply to other material besides Belgian girders?—We have no control over the foreigner.

289. Let me give you a case. Supposing you order furniture for one of the public offices, do you follow the leather manufacturer to see whether he is paying the current rate of wages?—I do not have anything to do with furniture myself, but I should imagine that such an inquiry is never made.

290. Nor even inquire whether the leather is of English or foreign manufacture?—Probably that would be inquired into.

291. Do you think there is anybody at the Office of Works who would know whether it was of English or foreign manufacture?—I should think so; they ought to, at any rate.

Mr. *Powell-Williams.*

292. Let me ask you this question, to make the point quite clear about the wages current in the district: assuming that a contractor is executing a building contract in London, and complaint is made that he is not paying the current rate of wages, your inquiry would be, first of all, does the complaint apply to the persons employed in erecting the building in London, and if it did apply to them you would insist upon the contractor paying the wages applicable to the London district?—Yes.

293. If, on the other hand, you found the complaint applied to iron girders which were made in the Midlands, you would insist upon the contractor paying the wages applicable to the district where the iron girders were produced?—Yes.

Mr. ALFRED MAJOR, called in; and Examined.

Chairman.

294. YOU are the Director of Army Contracts, I believe?—Yes.

295. May I ask, were you Director of Army Contracts in 1892?—No, I was not.

296. You succeeded Mr. Nepean, who was then Director of Army Contracts?—Yes, he was succeeded by Mr. Lawson, whom I succeeded in 1895.

297. I have here the return which was submitted in 1892, but I think I should now ask you whether you could, for the information of the Committee, hand in copies of your present contract forms?—Yes, I have them all here (*handing in same*).

Chairman—continued.

298. Can you state generally what the conditions are which are included in those forms?—They are all practically the same conditions. I will read them, if you please.

299. Can you give us, from any memorandum, the conditions?—The words, generally speaking, inserted in those contracts necessary to carry out the Resolution of the House of Commons are these: "No portion of this contract shall be transferred without the written permission of the Director of Army Contracts. Sub-letting, other than that which may be customary in the trades concerned, is prohibited. The wages paid in the executiou

Chairman—continued.

execution of this contract shall be those generally accepted as current in each trade for competent workmen in the district where the work is carried out."

Mr. *Sydney Buxton.*

300. Which contract is that you are speaking of?—These conditions are inserted, generally speaking, in all our forms of contract. I am merely reading from a general form. Not from an absolute form of contract.

Chairman.

301. Do I understand that those conditions which you have just read are contained in all the contracts made by the War Office?—Yes, all the contracts.

302. For all kinds of materials and supplies those clauses have been put in of recent years; they are different from the return which we had in 1892?—No, they were inserted in these forms of contract shortly after the Resolution of the House of Commons was passed.

303. I believe you have a list of firms which are permitted to tender for Army contracts; it is not the custom of the War Office to advertise for public tenders?—Only to a limited extent. In nearly all cases the firms who are allowed to tender are previously approved and put upon a list. I should say that all those firms, before they are placed upon the list, are required to sign a statement in writing that they accept the terms of the Resolution, besides having it put into the conditions of the contract.

304. Do you make any distinction in your form of contract between the contracts for such things as works and manufactured articles, and the contracts for bread, and meat, and coal, and such like things?—Yes, there is a slight distinction in this way. In the contract forms used for coal, bread, and meat, and forage, we have left out the words "in the district."

Mr. *Sidney Buxton.*

305. Not for coal?—I think for coal also.

306. Not according to this form, unless it is superseded (*handing form to the Witness*)?—Yes; "in the district" is not there. It is "as current in the trade for competent workmen where the work is carried out." "In the district" is omitted.

307. Is not the work sometimes in the district?—Almost always, practically, but I am merely pointing out the difference. "In the district" was omitted because we make these contracts in military districts, and we thought it might be inconvenient. We think the whole ground is covered by the terms "where the work is carried out."

Chairman.

308. But the omission would not apply to the case of bread and meat contracts?—Yes; the words "in the district" have been left out. It is merely a slight distinction.

309. As I understand, it is in for meat; how do you apply it to meat?—No.

Mr. *Sydney Buxton.*

310. For porter, I see you leave "in the district" in?—Yes.

311-12. What is the difference?—The reason why it was left out in these particular districts in the case of forage, and such things, was that the work was not always done in the district. I mean to say we should enter into a contract for meat, perhaps, for the supply of the Woolwich garrison with a London firm, and the whole of the work would be done in London, but not in the district to which the supply was made. Therefore we left out the words "in the district," merely keeping the words "where the work is carried out."

Mr. *Jackson.*

313. Do you mean the work of slaughtering?—Yes, everything incidental to the supply of meat; the labour of packing and cleaning, and all that sort of thing.

314. But, although you made your contract with a London butcher, you would not limit him or restrict him to deliver it from London, if he could deliver it cheaper from another district?—No, not at all.

Chairman.

315. How do you enforce these conditions upon your contractors; I rather think I have read that the War Office does not now insist on penalties in the contract?—No, we do not; that is to say, it is not part of the conditions attaching to the non-compliance with the Resolution; it is not put down in the contract.

316. How do you enforce compliance then?—We do not initiate inquiries in these cases; as a general rule we wait for representations from some quarter or other, and if, on inquiry, those representations are substantiated, that is to say, if a charge is made that a man is not paying the current rates, we have terminated the contract in some cases, and where the contract has been already completed, we should remove him from the list of future contractors.

317. Has that been found in practice to be an effective way of enforcing the conditions upon contractors?—Well, we have had a large number of cases reported to us on the whole, but in the very large majority of these cases we have found that the representations have had very little or no foundation in fact, and we have not had to take any action at all. I think out of 90 cases that have been reported to us since the Resolution came into operation, that is to say, in 1891, in at least 70 cases we found that the representations were of a very flimsy character and the Secretary of State declined to interfere.

318. Will you state generally what kind of contracts those were, whether they referred to any particular kind of article or work?—The representations occurred mostly in the building trades; they have occurred in the cutlery trade, but mostly in the building trades. The carpenters complain that they are not being paid the current rate of wages, or the bricklayers complain, and so on.

319. In

Chairman—continued.

319. In the event of complaint being made that the contractor was not paying the wages current, according to the resolution of the House of Commons, in the building trade, what steps do you take to enforce the conditions?—Most of the building trades' complaints are investigated by our professional officers on the spot; we have engineer officers, and those people who are intimately connected with the work we use largely for the purpose of making inquiries; but if those inquiries are not deemed satisfactory, and we thought we did not get sufficient information from our local officers, a member of the contract branch would go and make personal inquiries.

Mr. *Sydney Buxton.*

320. Has that happened often?—In several cases, but not very often.

Chairman.

321. Have you many buildings going on? What sort of amount of buildings are generally going on at a time under the War Office?—We have the erection of large barracks and fortifications, and an enormous number of contracts for repairs.

322. Have you adopted at all in contracts for repairs anything like the system which the last witness was explaining to the Committee with reference to a schedule of rates of wages?—I do not think our system is the same as was described by the last witness. We prepare periodically, for the purpose of these triennial contracts, certain measurement prices for the different work that we think will be performed. Those are prepared periodically and are given to the contractor, who tenders at a price either above or below those scheduled rates. Sometimes we will have tenders 5 per cent. above; sometimes 10 per cent. below and sometimes 20 per cent. above; and in that charge, over and above those scheduled rates, he takes all the chances of a rise or a decrease in the rate of wages.

323. That is to say, you do not yourselves make any condition, and still less put into any schedule the rate of wages in the particular trade?—No; although a rate of wages is attached to the repairing contract, it does not follow that those are the current rates.

324. Then the conditions which you practically enforce are, as regards the building trades, the general Resolution of the House of Commons, and then in each particular contract you insert a provision against sub-letting without your own authority, and you only give that sub-letting power if you are satisfied that the conditions are satisfactory?—Certainly.

325. That is as regards a lump sum contract?—Yes.

326. And as regards the system which you have just mentioned, namely, that there is a measurement or rate, or whatever it is technically called, and that the contractor takes his chance?—Of a rise or fall in the rate of wages.

327. There is no specific mention of the rate of wages?—Not anything that is binding upon the contractor nor upon us.

Chairman—continued.

328. Have any difficulties arisen in your contracting in consequence of this Resolution?—I do not think there has been any very great difficulty. The issue has been simply as to whether current rates of wages are paid or not paid. They have given us a great deal of trouble and work to make the inquiries and to sift and find out the facts of the case, but beyond that I do not consider that any great difficulties have arisen. We have been, of course, asked to consider a great many questions which, strictly speaking, do not come within the terms of the Resolution.

329. You mean that complaints have been made of the infringement of this Resolution which, upon examination, have turned out to be upon totally different matters?—I mean to say we have been asked in connection with this Resolution of the House of Commons to prevent the employment of women and to determine the number of apprentices that should be employed, and the question of the employment of boys has also come up. Then we have been asked, in consequence of the Resolution of the House of Commons, to interfere in the way in which a contractor carries out his business; that is to say, as to the employment of machinery. We have also been asked to define what a competent workman is. All those questions have arisen in connection with the Resolution, which, of course, are difficult questions, and questions which a Department like the War Office is not fitted, nor is it right that they should attempt, to determine.

330. Are those now pressing or serious difficulties in carrying out your business, or have you got those little mistakes cleared up?—They have given us a great deal of trouble, but, as a general rule, the Secretary of State has declined to give a decision upon them.

Mr. *Sydney Buxton.*

331. Do you mean that the accusation is that these particular matters, such as the undue employment of women, undue employment of apprentices or boys, are breaches of the spirit of the Resolution; is that the sort of complaint?—That is the representation made to us.

332. That the contractor is employing more women, boys, or apprentices than before in order to evade the spirit of the Resolution; is that the accusation?—That has been the statement.

333. And yet you consider that that has nothing whatever to do with the War Office?—I did not say that; I said it was not a question that the Secretary of State thought should be determined by him. We have not in our office thought it necessary to determine the number of women that should be employed on certain work.

Mr. *Maclean.*

334. You consider that the Resolution does not state anything as to the number of women or boys to be employed?—Yes.

335. Speaking

Chairman.

335. Speaking of the present time, have you many complaints outstanding at the present moment?—There is one at this present moment outstanding; it comes from Sheffield, in connection with the price that has been paid by a certain firm there, who have a contract from us for razors. I think that is the only case at the present momnt that is outstanding. In fact, since I have been Director of Contracts, which is only a year, the cases which have arisen under this fair wages clause have been very few.

336. What have you to say upon the effect that this Resolution and the carrying of it out has had upon the rise of prices which you have had to pay?—Well, that is a question which I am not capable of giving any very definite answer about; I should certainly hardly agree with the previous witness that the Resolution itself has caused an increase of 25 per cent. in the prices of buildings.

337. I do not quite understand that the last witness meant that; but do you agree with him that in, say, a building contract, which would compare favourably with the kind of work for which Mr. Taylor has to contract, 20 to 25 per cent is the increase in what you have to pay now?—No. I should not say so. I have not really an idea what the increase is.

338. You have been Director of Army Contracts for four or five years?—No, only for a year.

339. But you were in the office. Whatever increase there has been, can you give an opinion what it is due to, and whether it has gone to the advantage of the workmen?—I do not see why the Resolution of the House of Commons insisting on the payment of current rates should have increased the cost of building at all. The current rates are quite apart from the question of the increased rates of pay, which are due to the action of the trades unions; as regards the current rate, we interpret "current rate" as meaning a sort of standard rate; but directly you establish a standard rate of wages, it seems to me that the employer, as a rule, expects a standard rate of work.

Mr. *Jackson.*

340. There is no standard rate of wages throughout the whole country?—No, only in different localities.

Chairman.

341. The evidence of the last witness came to this, that he thought it had made very little difference in the contracts for building for a lump sum, because he said that the firms which you employed then would employ the best men at the best rate of wages, but that in his department they had been in the habit, in contracts for repairs at scheduled prices, not to consider what the rate of wages was, but that undoubtedly they had always accepted the lowest tender, and that therefore in that kind of contract for repairs there had been a substantial rise in the wages paid. Has that been your experience?—That might be so in regard to our contracts for repairs.

Chairman—continued.

342. Has this Resolution had any other effect, from the point of view of the War Office?—I think not.

343. It has been suggested that possibly its effect has been to prevent the employment of reservists or discharged soldiers on Government contracts?—It undoubtedly has that effect.

344. And that to quite a large extent?—Well, it comes to this: we find somebody represents to us that a reservist or discharged soldier is being employed by a certain contractor at a rate of wages something less than the current rate; that is to say, for a labourer the full rate would be 24*s.*, and he is perhaps paying the soldier 20*s.*, interpreting the House of Commons' Resolution strictly, we write to the contractor and tell him that we understand that in certain cases he is not paying the current rate of wages.

Mr. *Jackson.*

345. Then what happens?—He either discharges the man or pays the current rate.

346. The general result is the discharge of the man?—Certainly, we believe so.

Chairman.

347. Have you any other suggestion that you have to make to the Committee with reference to the carrying out of this Resolution, either as to the difficulties or remedies for removing them?—No; so far as the Resolution stands I do not think there is any difficulty in carrying it out, not as regards the current rate of wages.

348. You say "not as regards the current rate of wages." Are the other difficulties those which you have mentioned before?—What I mean to say is, so long as it is restricted merely to insisting on the current rate of wages being paid, there is no very great difficulty in carrying it out.

Mr. *Walter Morrison.*

349. With regard to weapons made in Germany, does the War Office still get bayonets and swords from Germany?—No.

350. Have you arrived at any definite resolution to confine your orders for weapons of war to England?—Certainly.

351. Is that solely on the ground of quality, or also on the ground of the importance of keeping the manufacture of warlike weapons in the country which is to use them?—Both; but largely for the reason that we think it is most important that the manufacture of all warlike stores should be confined to this country.

352. Do you get any articles from abroad?—Hardly anything at the present moment.

353. Except meat?—We do not consider that a warlike store.

Mr. *Jackson.*

354. It is difficult to carry on war without it?—Yes.

Mr. *Walter Morrison.*

355. The provisions for the troops mainly come from abroad, do they not?—Flour for their bread no doubt would, as the largest part of

Mr. *Walter Morrison*—continued.

of the country is maintained by foreign flour, and a portion of their meat would also.

356. Do you consider this Resolution has anything to do with the question of the provision of food for the troops, or does it only apply to manufactured articles?—We have interpreted it as applying mainly to manufactured articles.

357. You do not know what your current contracts, say, for barracks, are per foot cube, or in any other way; take contracts for barracks, which are singularly simple and uniform?—Yes.

358. You cannot compare them of your own knowledge at a price per foot cube, as compared with the prices paid 10 years ago, we will say?—No.

359. Shall we have any evidence as to that?—Nearly all the work connected with the placing of building contracts is done by the Expert Department of the War Office, the Inspector General of Fortifications. My duties with regard to building contracts are very limited. When the tenders come in they are scheduled, and if there is no objection to the lowest firm, the proposal is made by the Contract Branch to accept that firm, subject to the accuracy of the priced quantities, which are checked by technical experts. With the concurrence of the Inspector General of Fortifications, I formally accept the contract.

360. Are the superintendents of works under the War Department always engineer officers?—Largely, and the clerks of works.

361. Have you civilian clerks of works, or are they non-commissioned officers?—Both.

362. I suppose you cannot express any opinion as to which of those two it is the better to employ in the interest of the public?—I should not like to.

363. With regard to the erection of fortifications, is not it of supreme importance that the work should be very good, because fortifications have to undergo very rough handling sometimes?—Certainly.

364. How do you secure high quality of work in fortifications; I understand you have a scheduled list of firms, have you not?—Yes, of the firms who are allowed to tender. We have a list of firms who are approved for tendering for work in the different districts. They can be always added to.

365. Would you agree with me that employing a first-class firm is as great a guarantee of good workmanship as inspection?—I should not like to say.

366. You must have some inspection?—You must have both; if you have a very high-class firm the probabilities are that the inspection required would be less rigid, and would not require to be so complete as in other cases.

367. Have any of the firms included in your schedule withdrawn from tendering since this Resolution was passed?—Not that I know of.

Mr. *Maclean.*

368. You say you have no difficulty in carrying out this Resolution. I suppose that no Department would have any difficulty in carrying out the Resolution, whatever rate of wages were fixed, so long as they get the money from the House of Commons for doing it?—Quite so.

369. Then, with regard to supplies from abroad for the commissariat and mixed stores, and so on, which you purchase; this Resolution cannot possibly apply to those; it can only apply to cases where British working men are directly employed, to see that they get the fair rate of wages current in the trade?—That is so.

370. You do not interpret it as meaning that you are to discontinue purchases of bread and articles which you think you can buy better abroad for the use of the Army?—No.

371. Except munitions of war?—That is a policy which is adopted quite apart from the Resolution.

Sir *Arthur Forwood.*

372. You have, of course, at the War Office, an enormous variety of articles to purchase?—Very large; about 30,000 different articles.

373. And in their manufacture a great variety of workmen or workwomen, and boys and others, are engaged?—There are.

374. To give effect to that Resolution you would have to be properly posted as to the current rate of wages payable by the manufacturers of these 30,000 articles?—Well, as I said before, we do not take any steps unless they are initiated by somebody else.

375. It would be impossible?—Quite impossible.

376. Do you consider the existence of this Resolution authorises you to pay any attention as to the proportion of boys or women, or the number of hours' work, in a manufactory?—I do not think so.

377. Of course, if there are more boys there is less employment for men, and if there are more women there is less employment for men?—Yes We have not considered that the terms of the Resolution necessitate our going into those questions.

378. It would be impracticable to do so?—I think so.

379. Then I see you get a considerable quantity of the meat consumed by the Army supplied through the Admiralty at Portsmouth and Devonport; is that so?—I do not know of it.

380. Yes, Spanish cattle. I will ask you whether that continues?—I think not. As far as I know, the contracts are perfectly independent of the Admiralty at Portsmouth.

381. Do you take any meat supplied from the Spanish cattle imported by the Admiralty?—No.

382. In your bread contracts there is no restriction as to the flour used, excepting as to its quality; no restriction as to the country of production?—No.

383. It may be imported or home-grown, as long as it is of a certain quality?—Quite so.

384. Therefore you cannot carry out that Resolution further than the employment of the baker in making up the bread?—That is all.

385. Had

Mr. *Broadhurst.*

385. Had you any profession other than Director of Army Contracts previous to that appointment; I mean such as an engineer?—No.

386. You have some barracks in course of erection at Plymouth?—Yes.

387. Have you had any complaints from workmen as to the condition of things there?—There have been complaints there, I think, as to some of the contractors not allowing walking time and that sort of thing, and there has been also a complaint from Plymouth on the question which the previous witness spoke to, that is to say, about the moulding of the stone at the quarries instead of being done in the town, a matter in which the Secretary of State has declined to interfere.

388. What was the case as to walking time; was it that the men having the Army contract work refused to conform to the rules that other contractors in the town conformed to?—It was so stated; there have been two or three complaints about walking time; I think as regards the last of them we considered that it was not substantiated.

389. How did you conduct your inquiry to ascertain whether it was substantiated or not?—Through the engineer officers down there who were superintending the work.

390. Through the men on the building; your representatives?—Yes.

391. Are they clerks of the works?—The clerk of the works is not a corresponding officer with the War Office. We go to the Commanding Royal Engineer, he gets his information from his subordinates. In fact even the Commanding Royal Engineer is not corresponded direct with by the War Office. We always correspond with the General Officer Commanding the district. He gets his information from the Commanding Royal Engineer, and the Commanding Royal Engineer gets his information from his subordinates.

392. If it were proved that the local rules regulating the building trades were being evaded in the case of the contractor of these barracks, would your Department think it their duty to interfere?—Certainly.

393. Would you receive evidence in your Department in London direct from the men?—No, we should not think that necessary. We should write upon the information that we had received, and inform the contractor that he was not complying with the terms of the Resolution.

394. If that were proved?—Certainly.

395. I was speaking with regard to local rules regulating the hours of labour, and other things, which practically means wages in the end?—Quite so.

Chairman.

396. I understand that the effect of your evidence is that you regard any rules of the building trade which affect, or may be considered directly, or indirectly, to affect the rate of wages, to be within the Resolution of the House of Commons, and, therefore, you consider your duty is to enforce it?—We should look into it, certainly.

Mr. *Maclean.*

397. Will you kindly define what walking time is. Is there a certain allowance of time for walking?——

Mr. *Broadhurst.*

398. May I say that in nearly all towns, practically, throughout the kingdom, the great majority of them, I think I may safely say, there are rules mutually agreed to between the employers and the working men to regulate the conditions under which the work is to be done, that is, so far as those conditions relate to wages, hours of labour, detailed trade customs, and walking time, Walking time is an arrangement whereby, if works are at a certain distance from a certain recognised part of the district, the men are allowed walking time to get to those works. That is the meaning of it. You would consider that walking time would be a matter for your consideration?—Yes.

399. Within the sphere of your consideration?—Yes.

400. And you would deal with it if it was brought under your notice?—Yes; but not the hours of labour or employment of women, or the employment of boys or apprentices.

401. Then you do everything, because there are no boys, and no women certainly, in the case of the building trades?—No.

402. Have you received any complaint from the masons of Plymouth as to the sub-letting of the stone work at those barracks?—Yes.

403. What was the complaint?—I do not know which particular complaint the honourable Member is referring to, but there was a complaint that the stone that was used in the construction of those barracks was moulded, or whatever the technical term is, at the quarries, and they claimed that it should be done on the spot where the barracks are being carried out; that is to say, by the stone masons in Plymouth. That was very fully considered and gone into, and the Secretary of State declined to interfere.

404. May I supply the correct phrase in the trade. The complaint was that the contractor at these military barracks had sub-let, if not all, a large portion of the stone to be worked at the quarries?—Quite so.

405. And you received that complaint?—Yes.

406. What did you say to that?—We declined to interfere.

407. Why?—We thought that as regards the placing of the work between the villages and the town, it was not a matter for the Secretary of State to interfere in.

408. But do you mean to say that the Secretary of State was of opinion that he had no *locus standi* to interfere with the sub-contracting of the important part of the building?—We considered that the working of the stone at the quarries was a practice which was customary in the trade, and therefore we declined to interfere.

409. But that is not so; and I think evidence has been sent to your Department that it is not so; that it is not customary. I do not say that it does not exist in particular cases, but that it is not customary?—It was not only so decided in the Plymouth case, but in various other cases in which

Mr. *Broadhurst*—continued.

which similar representations have been made to the War Office, the Secretary of State has declined to interfere.

410. In what other cases about worked stone; I am on that only?—Worked stone I referred to. I should have to get them and give them to you later on.

411. You would have to supply those cases?—I should have to get the information from my branch.

412. The Secretary of State thought that it did not come under the definition of the Resolution of 1891; was that the reason?—Quite so.

413. Did you hear the evidence given by Mr. Taylor, the previous witness, as to worked stone?—I did.

414. And the custom of his department?—Yes.

415. Would you feel it your duty to call the attention of the Secretary of State to the evidence given by that witness as to the custom of his department?—I noticed that his custom was at variance with ours. His reason was that for their work they considered that by having the stone worked in London they could get very much better work than they did by having it worked at the quarries; but so long as our specifications as regards the stone are fulfilled we do not insist upon the stone being worked either at the place or at the quarry. It is immaterial to us.

416. Perhaps you heard the witness say that they were small objections in themselves separately, such as the flushings; you know what flushings means in the case of an enriched piece of stone; in the packing and the transhipment, angles get knocked off?—Quite so.

417. And the stone gets damaged, and then it is gamboged by the contractor to make it appear to be all right?—Yes.

418. And unless there is a very skilled and industrious clerk of the works, it escapes his notice. Mr. Taylor is a man of great experience I need not say, and he has large experience in this matter. You heard him say that. To reject a piece of stone, perhaps weighing a ton, through the displacement of one or two pieces of moulding would be a very strong course to take, as you would recognise?—Quite so.

419. You heard him say how difficult it would be?—Yes.

420. Would you feel it your duty to ask the Secretary of State for War to read over the evidence of the last witness?—When this evidence comes before us officially, and a similar case arises in the War Office, we should naturally draw the attention of our superior officers to the evidence and the practice of the Board of Works.

421. Have you any officers in your department who have had any experience in private work; I mean work for profit?—No.

422. Are they all military officers?—No, they are all civilians in the contract branch.

423. I mean the gentleman who is responsible for the direction of works, the head man at Plymouth, say, at this barracks, taking that as an illustration; you have some person there?—Yes.

Mr. *Broadhurst*—continued.

424. Is he an officer of the army, or is he a civilian?—He is an officer of the Royal Engineers.

425. And the men next to him?—There would be three or four junior officers under him.

426. All Engineers?—All Engineers. Then there would be, probably, a surveyor or two, and then clerks of the works, civilian clerks of works and military clerks of works.

427. All those, of course, would be men who have not been engaged in the trade for profit, but have been engaged in Government work?—No, I think not.

428. Have some of the officers of the Army been engaged for profit?—No, they have not been.

429. They have not been engaged for profit?—No.

430. They have had no experience of that?—No, not as regards work for profit.

431. Now you spoke as to complaints as to machinery?—Yes.

432. From whom have you received complaints as to machinery; from what trade?—I have not with me the particulars of the cases I referred to.

433. Will you supply the Committee with them?—It is merely a sort of general statement that was prepared. Attempts have been made to obtain our intervention in the processes which a manufacturer may think fit to adopt in executing work, and in the use of machinery to economise labour and reduce the number of skilled hands. Those attempts have been made on the strength of the Resolution of the House of Commons.

434. I do not want to inconvenience you at all, but my object was this; when you made the statement it was received with some little demonstration by the Committee, and I feared that it might have been read into the statement, although you may not have intended it, that trades might have objected to the use of machinery; it was treated rather lightly, I fear, when you mentioned it; now we cannot have anything read into objections by trades that is not really made. We want to know what the trades were, and when and who they were that objected to the use of machinery?—I can answer the honourable Member now; they were tin-plate workers.

435. What was urged?—They objected to the sectional system of manufacture that was being adopted by a certain firm.

436. Is the sectional system the employment of machinery?—Yes.

437. In doing what?—In something connected with the manufacture of mess tins.

438. But my position was this. I do not wish to have it go forth that men do object to the use of machinery if they do not object, and the cases are so rare and exceptional that I think we ought to have them most carefully and accurately defined before the statement is made. I understand that you will undertake to give us some very definite statement with regard to this?—Certainly.

439. Now about apprentices; who complained of apprentices?—I only made these statements as giving an illustration of the points of the

Mr. *Broadhurst*—continued.

the matter. I can get you the particulars of that case too.

440. You will send that on with the other matters?—Yes.

441. What was the point with regard to the razors?—That is a question which I said was still *sub judice.*

442. You are still considering it?—We are still considering it.

443. Of course it would not be convenient to go any further into it now?—No; I think one of the contractors is coming up from Sheffield to see me on Friday on the subject.

444. I want to go back to one question only. When you received complaints from the masons at Plymouth about sub-letting Portland stone to be worked at the quarries at Portland, did the department make any inquiries as to what were the wages at Portland, and whether that particular contractor doing that stonework was paying the wages usually paid at Portland?—At Portland or Plymouth?

445. No, I mean the Plymouth Barrack. I am confining myself to one particular instance you gave?—Yes.

446. At the Plymouth Barracks you received complaints from the masons as to the sub-contracting of the stonework. The stonework, instead of being done at Plymouth, was done at Portland. The complaint was about the Portland stone being worked at the quarry, instead of at Plymouth. When you received complaints as to that sub-letting did your department make any inquiry at Portland as to whether that man, who was doing the work, was paying the wages of Portland?—No.

447. You made no inquiry?—Not in that direction.

Chairman.

448. The War Office thought that it was a practice customary to the trade, and, therefore, it did not come within the requirements as to sub-letting?—Certainly.

Mr. *Broadhurst.*

449. You have, perhaps, not had an opportunity of seeing a memorandum which I sent to the War Office following up the complaint, showing that it is not the practice and that the War Office is entirely misled?—No, I do not think I have seen that memorandum.

Friday, 19th June 1896.

MEMBERS PRESENT:

Mr. Broadhurst.
Mr. Buchanan.
Mr. Sydney Buxton.
Mr. Davitt.
Sir Charles Dilke.
Mr. Maclean.
Mr. Walter Morrison.
Sir Matthew White Ridley.
Mr. Parker Smith.
Mr. Powell-Williams.

SIR MATTHEW WHITE RIDLEY, BART., IN THE CHAIR.

The *Chairman* read and handed in the following letter from Mr. John Taylor, C.B.:—

"GOVERNMENT CONTRACTS.

"Dear Sir, 18 June 1896.

"THE further reasons for objecting to quarry-worked stone being used in London, which I omitted to mention in giving evidence before the Committee are—

"(1) That no opportunity is given for inspecting the quality of the stone worked at the quarry until it is delivered on the site ready for fixing; whereas, if the stone were worked at the contractors' yard in London, it would be approved or rejected in block, by special expert examination, before any labour is put upon it.

"(2) When inferior stone is worked into an ornamental or moulded form at the quarry, its rejection becomes a matter of much greater difficulty and contention, because not only would a considerable amount of cost have been put upon it in labour, but the stone itself would also in many cases be lost, as well as the cost of carriage and other expenses upon it.

"The loss of time and the cost of travelling to and from the quarries render the inspection of the stone there almost impracticable.

"My observations are principally applicable to stone from the Portland quarries, that being the stone used for nearly all the best work in London.

"Yours faithfully,
"*John Taylor.*"

Mr. ALFRED MAJOR, re-called; and further Examined.

Mr. *Sydney Buxton.*

450. How long have you been Director of Army Contracts?—Just a year.

451. What was your experience before that time?—I had acted occasionally, temporarily, as Director of Contracts, for a month or two at a time, that was all.

452. Were you in a subordinate position in that branch, and raised to the principal position?—No, not in the contract branch.

453. You came in, as it were, from outside?—I was in the office.

454. You had had no personal experience as to the question of contracts before you became Director of Contracts?—No.

455. Have you, in view of giving evidence here, refreshed your memory as to the cases of complaint for the last year or so, and generally as to the position of affairs?—I have had before me all the cases of complaint that have arisen since 1891.

456. You have refreshed your memory?—I have.

457. Are you the official personally responsible (under the Secretary of State, of course) for seeing, in the case of a particular contract, that the current rate of wage is paid?—Yes.

Mr. *Sydney Buxton*—continued.

458. I want to ask you exactly what form the inquiry would take if you had a case of complaint before you; I understood you to say the other day that in the first place you do not act in regard to these matters until you have a complaint from some outside quarter that the terms of the Resolution have not been carried out; is that so?—That is so.

Mr. *Powell-Williams.*

459. It would not necessarily be from an outside quarter; if a complaint were made or a suggestion were made, say by the commanding officer of the district, that a particular contractor was not observing the terms of the contract, you would take notice of that complaint though it was not from outside?—Yes.

Mr. *Sydney Buxton.*

460. Then I may say a complaint from any quarter?—That is so.

461. That is to say, you assume that your contractors will carry out the terms of the Resolution as well as the other terms of their contract unless you hear to the contrary?—Yes.

462. Supposing a complaint comes, say, from a secretary

Mr. *Sydney Buxton*—continued.

a secretary of a trades union in regard to this matter, it would come to you, I take it?—Yes.

463. Even if it came to the Secretary of State, in the first instance, it would be passed on to you?—Yes.

464. Then what steps do you take?—We should communicate with the locality, and ask for a report.

465. What do you mean by "the locality"?—We should send to the general officer commanding the district.

466. What would the general officer commanding the district do?—If it was a case in the building trade, he would make inquiries of the Commanding Royal Engineer as to the allegations made.

467. He would apply to the commanding officer of the Royal Engineers?—Yes.

468. What would the commanding officer of the Royal Engineers do?—He would go probably to the division officer of Royal Engineers in charge of the particular work, and make inquiry of him.

469. What would the division officer do?—He would see the contractor.

470. Would he also inquire of the clerk of the works?—And also of the clerk of the works.

471. Is the division officer an engineer?—Yes.

472. Not a civilian?—No.

473. Would the division officer himself have any technical knowledge as to the rate of wages current in certain trades?—He would have a general knowledge.

474. Would he have a technical knowledge of the rates current?—He probably would have.

475. What steps would he take, on seeing the contractor, really to sift the accusation made?—He would have the complaint before him in the letter of whoever had sent it; and I suppose he would probably both see the contractor and whoever made the representation.

476. As a matter of fact, when these complaints are made, is it the custom for the local officer, or for yourself personally, to see both sides?—Certainly.

477. When the dispute cannot be settled by the local officers seeing both sides individually, do they ever bring them together so as to discuss it between them in order to settle it?—I do not know.

478. In the case of a dispute which you found your division officer could not settle, and which came back to you as an unsettled dispute, would you yourself have the two sides before you in order to arrive at a settlement of the question?—Personally, I have not made any inquiry into a labour complaint; but the gentleman that is sent down from my branch would certainly see both sides. I do not know whether he would see them simultaneously.

479. You would assert that in the case of a complaint it would always be the custom for whoever from your department examined into it, to see those who had made the complaint, and not merely to abide by the letter and decide it upon that?—If it was thought necessary.

480. What is "thought necessary," that is what we want to arrive at?—It would depend upon circumstances.

Mr. *Sydney Buxton*—continued.

481. Assuming the complaint is made that a particular employer is not paying the current rate of wages, that is to say, is committing a breach of the Resolution, I understand it goes through the hands of several officers, and at last it arrives at the local officer, who makes an inquiry; and I understood you to say that in order to arrive at a fair conclusion about it he would see both sides?—Yes.

482. You think he ought to see both sides?—I think he would, I have known as a matter of fact cases in which they have.

483. Have you known cases in which they have not?—No, I have not.

484. Then what did you mean by saying that they would not necessarily see both sides?—A complaint that was made perhaps in a letter, might admit of being refuted without its being necessary to see the person who made it.

485. Refuted by the contractor?—Sometimes the complaints are made anonymously; sometimes they come in from rival firms, and there is not always anybody to go to.

486. The case I was putting was that of a trades union official, who is neither anonymous nor a rival contractor, making a definite accusation; have you ever in such a case decided simply on the letter that has been sent, the contractor being seen and he denying the accusation the decision being come to adverse to those who have made the complaint, without giving them the chance of substantiating their position?—I am not in a position to say exactly the course of procedure adopted in regard to these matters when they are dealt with by our officers on the spot.

487. Then you do not allege, as I understood you to state just now, that your division officer would necessarily personally go into the case, and, in order to arrive at a conclusion, would take the evidence of those who made the complaint as well as those who denied that the complaint was justified?—I said he would see them if he thought it was necessary.

488. But the decision as to whether it was necessary would be left to him?—Yes.

489. In your opinion the right course would be for him to see both sides?—I should like to say that it depends upon the circumstances.

490. I mean in the case I mentioned of a definite complaint being made?—I think he should.

491. But you are not aware, as I understand, whether he actually does so?—We should get a very full report from the station on the circumstances of the case; but, as I said before, the exact details of the steps taken to get the information would not come before us.

492. With regard to this report of the division officer, would he report to the commanding officer of Royal Engineers?—Yes.

493. Who would report to the general officer commanding the district?—Yes.

494. And he would report to you?—Yes.

495. Would you decide the point, or report to the Secretary of State?—These labour questions, which are always considered political, are invariably submitted to the political chiefs of the War Office.

496. Then it is practically a report to four different

Mr. *Sydney Buxton*—continued.

different officials; it comes through four hands before it is decided?—Yes.

497. Does that lead at all to delay in these cases, do you think; I mean, generally, in coming to a conclusion about them?—Certainly every person through whom the communication passes leads to a certain amount of delay.

498. Should you say, on the whole, that these cases which are brought before your notice of breaches of the Resolution are decided rapidly?—Not always rapidly.

499. Are they decided in two or three weeks, as a rule?—I should not say they are always decided in two or three weeks.

500. In two or three months?—Probably less time than that; a month or six weeks, perhaps. It depends, of course, really upon the inquiries that have to be made. We are often not satisfied with the reports that come, and we ask for further information.

501. So far as you are concerned as dealing finally with this matter (subject, of course, to the Secretary of State), you judge these cases, practically, by written reports in every case?—If we consider the information given in the written report is sufficient.

502. But you do, I gather, as a rule, in the vast number of cases?—Yes, in the vast number of cases.

503. Has it ever come to your notice that, when a complaint has been made in regard to these matters, the men who have made the complaint through their union are brought before the manager of the firm instead of the inquiry being made apart from the presence of the contractor?—I am not aware.

504. What I mean is this: suppose a particular workman makes a complaint through his trades union, would it be the case that the man would be brought up before your officer in the presence of the contractor or the contractor's representative?—Do you mean a man making a representation to his union, and the representative of the union making a report, and then the man who made the representation to the union being brought up.

505. Yes?—I am not aware that has ever been done.

506. I suppose you would take it that if the names of men in employment were furnished confidentially, those names would never be divulged?—Certainly.

507. Of course, you can easily understand it is difficult for the man himself to make a complaint?—Quite so.

508. As regards this question of inquiry, I think you stated in your evidence on Tuesday last that most of these accusations "were of a very flimsy character"; that you say from your knowledge of the written statements made to you?—That is so.

509. What do you mean by "of a flimsy character"?—I mean that upon inquiry the complaints that are made cannot be substantiated.

510. Of what character are they, mostly. I am speaking, of course, of the question of the current rate of wages?—Nearly every case that comes before us varies in some respect or other; but they amount substantially to a statement that the contractor is paying a rate of wage something lower than the rate of wages which is current in the locality.

511. The division officer is an engineer, I understand?—Yes.

512. Is the clerk of the works usually an engineer, too?—No.

513. What is he?—There is a departmental establishment of clerks of works; they are departmental officers.

514. Could one take them as professional men understanding the building trade thoroughly?—Distinctly.

515. And such matters as the current rate of wages, and so on?—Distinctly.

516. Is the clerk of the works usually a civilian or a military man?—A civilian.

517. Invariably?—There are clerks of the works and military foremen of the works.

518. You said you had under consideration at the present moment a Sheffield case; what is the nature of the complaint in that case?—That a firm who hold a contract from us for razors were paying, I think, 1*s.* 6*d.* per dozen for grinding instead of 2*s.*, which was alleged to be the proper rate.

519. That is being inquired into?—Yes.

520. I understood you said you were going to see the contractor?—He offered to come up from Sheffield to see me upon the subject.

521. Are you also going to see the representative of the men?—It depends upon what I ascertain from the contractor.

522. Assuming the contractor denies the allegation?—In that case, we should, generally speaking, tell the people who made the representation that it had been denied by the contractor, and we should hear what more they had to say. We give them the full information furnished to us by the contractor and invite their further remarks upon it.

523. Their remarks in writing, do you mean?—Yes.

524. You would not think it your duty to see the people who had made the complaint equally with those who denied it?—If I found it necessary to go down and make personal inquiry, or send a gentleman from my branch to do so, he would see the men, certainly.

525. You would not think it your duty to see one side as well as the other?—If the matter came to that, that it could not be decided without further inquiry, the other side would be seen.

526. I have got here the form of contract for gas fittings; and I see the schedule is headed "Schedule of Rates and Wages considered as current in the Woolwich district on the date hereof"?—Yes.

527. I understood you to say the other day (you will correct me if I am wrong) that the figures put in on that form are only put in as a nominal amount, and that it does not necessarily signify that those are the wages current?—No.

528. Why is that?—We do not consider in the War Office we have the means of determining the rates in all cases that are current all over the country.

529. Then

Mr. *Sydney Buxton*—continued.

529. Then is it not rather misleading to put in your schedule as filled up, the "wages considered as current," when they may bear no relative proportion at all to the actual current rates?—They are examined so far as our information goes in the War Office.

530. As regards the question of a rise of wages occurring, I understood you to say you practically allow 10 per cent. to the contractor in order to secure him against loss?—He receives 10 per cent. as commission upon the rate of wages; over and above that he is at liberty to tender with an additional percentage to cover an increase in the current rates of wages, to cover the use of plant, &c.

531. Why is that? With regard to your building contracts, for instance, how does your position differ from that of the Office of Works. You heard Mr. Taylor's evidence?—Yes.

532. He stated that the contractor was obliged to fill up in the form of contract the actual rate of wages current in the district which he proposed to pay; in what way do your building contracts differ from those of the Office of Works? I can only say our buildings are carried on all over the country on a very large scale, and it is possible for a gentleman who is merely conducting buildings in London to go more minutely into questions of that kind than we could.

533. It would be quite feasible for you to do so, would it not, if they can do it?—I scarcely think it would be feasible for us to insert, in all places where works are carried out, the current rates of wages which should be paid.

534. What I was asking was, would it be feasible to do what they do at the Office of Works; to say that the contractor must state in his contract what he considers the current rates, and, therefore, the rates he proposes to pay?—The contractor does do it in regard to repairing contracts so far as day work is concerned; he does submit a schedule of the rates he proposes to pay.

535. Then you distinguish between repair work and lump sum contracts?—Yes.

536. Let us take the repair work first. The schedule which I quoted just now, "Schedule of Rates of Wages considered as current," refers to repair work?—Yes.

537. Taking repair work, I understand you to say that while the contractor is supposed to put in the current rates, it does not necessarily follow that they are the correct current rates?—No.

538. Now why in the case of repair work, as distinguished from new buildings, cannot you carry out the system adopted by the Office of Works of stating in the contract the current rates, so that there should be no dispute about it?—It has been thought that the Resolution of the House of Commons would be better carried out by not determining the current rates in that way in the contract.

539. Not determining them in what way?—By fixing, on insufficient information, the rates which should be paid by the contractors to their employés.

540. I am speaking throughout of the building trade, in which the rates are generally recognised, I think; would you not admit that they are generally recognised throughout the country in different districts?—I really cannot say whether they are admitted.

541. Is there any one in your office who could say whether they are recognised?—Yes.

542. Would not he be able, by proper inquiry, and so on, to come to a conclusion as to what the current rate was, and to say that that should be the minimum?—This question was very fully and exhaustively gone into by a Committee two or three years ago, and it was thought it was better (specially in connection with carrying out the terms of the Resolution of the House of Commons) that the rates should be merely put in the schedule tentatively; that they should be carefully considered by the Inspector General of Fortifications as far as possible, but that they should not be accepted by the Department as the current rates; that is to say, we did not undertake in the Department to fix what the current rates were in the different districts.

543. Does Mr. Taylor's evidence at all alter your view as to that; that is to say, as showing that it is, at all events, in one department quite feasible?—It is one thing to do it to a very limited extent, as Mr. Taylor stated in London; it is a different thing to do it in every town and place in the United Kingdom.

544. Assuming that the rates could be put in (I do not say assuming you could put the rates in, but assuming the contractor had to state the rates as the current rates), would not that avoid a great many of the disputes that arise at present?—If we could be certain that the current rates would be in all respects correct, it probably would; but that is the risk.

545. If those figures were put in the contract, then at all events it would be known publicly to yourselves and to the contractors and to the men that certain rates were to be paid by the contractor; and, therefore, if it was thought that they were below the current rates a complaint would be made; if they were not below the current rates no complaint would follow; would not that be so?—Yes.

546. Are not most of the complaints, or are not the complaints, very often due to an actual dispute as to what a contractor is paying?—I do not know that the general cause of dispute is as to what the contractor is paying. It may have occurred sometimes, but as a general rule they know perfectly well what the different workmen employed upon the work are actually receiving.

547. You have no means, like they have at the Office of Works, of informing the men as to what the rates you recognise in regard to repair work are?—No.

548. Because the notice you have posted up in the workshops, I understand, simply gives an extract from the Resolution of the House of Commons?—Yes, that is all.

549. In cases of repairs, where you do profess to state the current rate, would it not be well that that should also be pasted up with this Resolution?—Unless they are absolutely the current rates it would be likely to give rise to disputes, and probably more disputes than we have at the present moment. The cases brought to our notice

Mr. *Sydney Buxton*—continued.

notice are very, very few compared with the enormous number of contracts which we place.

550. You mean it would lead to dispute, because on the one side it would be stated that they were not the current rates?—Yes.

551. If they are not the proper rates, is it not right that there should be a dispute?—Yes.

552. If a contractor is not paying the current rate you would say he ought to pay it?—The men employed upon the work know full well the rates that are current; they know it better than we could tell them.

553. You do not think it is necessary to give them information as to what Government has decided, with regard to the particular contract, should be the minimum current rate?—I think it would be better not.

554. As regards the lump sum contracts, you do nothing at all in regard to the current rates?—Nothing at all.

555. You do not think you could extend to that case this somewhat rough system of current rates by insisting that the contractor shall actually fill up what he considers are the current rates?—It could be done if thought expedient.

556. Why would it not be expedient equally in that case as well as in regard to repairs?—It is only for departmental purposes that it is put in in the case of repair work. It is not put in in the case of repair work where the repairs are measurement work. The rates of wages which are proposed to be paid are not inserted in the repair work contracts so far as we pay for repairs upon the basis of measurement; as regards the current rates specified in these repair work contracts, that is only done in regard to repairs which have to be executed by day work, and it is done for the convenience of the department entirely. They are a very, very small proportion of the whole of our repairing contracts; not more probably than 2 per cent.

557. In your opinion, the War Office is incompetent to decide what is the current rate in a particular district?—I would not say incompetent; they might ascertain them, of course.

558. I understood you to say that while it was quite possible, in a small department like the Office of Works, it was not feasible in a large department such as the War Office?—It would not be desirable. The current rates are continually altering.

559. Certainly; but would you not consider yourself, assuming they could be discovered, it would be an advantage to have them fixed so that there could be no possibility of dispute?—If they could be ascertained definitely, I do not think there would be any objection to announcing them.

560. I understood you to argue that the objection was that it is not feasible, rather than that it is not expedient?—I say it has not been thought feasible or desirable.

561. Which do you mean; possible or expedient?—I should say expedient.

Mr. *Powell-Williams.*

562. Is it not the objection rather to fixing beforehand the rate of wages to be paid as current? There would be some difficulty in the War Office, which has to carry on operations, not only in a district like London but all over the kingdom, in placing the contract, to say beforehand to those who took the contract that such-and-such was the current rate in the district?—That is what I mean.

563. Supposing any question arose, ultimately the War Office would have the means of determining what was the current rate of wages in the district; but it has not before it a sufficient amount of information, to begin with, to enable it to say in every district whether such-and-such is the current rate, as the Office of Works has in relation to London?—Quite so.

Mr. *Sydney Buxton.*

564. I think Mr. Powell-Williams has a little misunderstood what I am putting to you. What I am asking in regard to this is: would it not be feasible, not that you should state what are the current rates, but that you should expect the contractor in his contract (especially as he is competing with another contractor) to state what the minimum rate is which he proposes to pay, and which in his opinion is the current rate?—It could be done, of course.

565. Do you think it would be inexpedient?—Personally, I do not know that there is any objection to that.

566. I understand you to say that you yourself see no objection to insisting that in regard to all these contracts the contractor should, in his tender and in competing with other contractors, state the minimum rate which he proposes to pay which in his opinion is the current rate?—I personally see no objection.

567. You think the War Office is competent to carry out such a system as that?—Provided we do not make ourselves responsible that those are the current rates.

568. Certainly that is assumed; the responsibility lies on the contractor; and of course if the inquiry into a complaint made to you showed that what he is proposing to pay are not really the current rates, you would of course intervene and insist upon his paying more?—Quite so.

569. Apart from the question of the men employed, would that not be fairer as between contractor and contractor?—I do not know of my own knowledge that there would be any great advantage in the contractor notifying to us the minimum rates that he proposes to pay.

570. But what I mean is, supposing you have two persons tendering against one another, and one is proposing to pay, say, 10*d.* an hour to the workmen and the other proposes to pay 9*d.*, the one at 9*d.* may be below the current rate, but of course, being able to tender lower, he would probably get the contract; would it not be an advantage that you should be in a position to be able to judge between the two?—We should accept the lowest tender if we considered the man was tendering on the current rate. That is the only effect it would produce.

571. Now I want to ask a question about what I may call the spirit of the Resolution. I see you do not say in your contracts that the contractor is to carry out the spirit as well as the letter of the Resolution, as they do at the Office of Works?—No.

572. Is

Mr. *Sydney Buxton*—continued.

572. Is there any reason for having a different form?—The conditions that were inserted in our contract were arrived at in conjunction with the Admiralty. The Office of Works were not consulted in regard to the conditions inserted in the contract.

573. The Chairman asked you this in examination-in-chief, at Question 396: "I understand that the effect of your evidence is that you regard any rules of the building trade which affect, or may be considered directly or indirectly to affect, the rate of wages, to be within the Resolution of the House of Commons, and therefore you consider your duty is to enforce it;" and you said, "We should look into it certainly;" by "looking into it," I take it, you meant you would consider it your duty to intervene in the case of any breach of the Resolution which would directly or indirectly affect the rate of wages?—I am not aware that we have ever gone further in any case than to consider the question of walking time as affecting the rate of wages.

574. Should you consider it as your duty to see that the rate of wages was not directly or indirectly affected under the contract?—Anything that absolutely really directly bore upon the amount of wages the men ought to receive we should look into; but it does not follow because we look into it that we should interfere.

575. Because it may not be proved; but if it was proved, would you not intervene?—We should not in all cases. To take that instance of walking time, the men at Plymouth claim walking time under the local rules of the association, and the contractor stated that he did not sign and did not accept the rules, but he said he was perfectly prepared to submit the question to arbitration. The Secretary of State upon that decided it was not a case in which he would interfere.

576. Because, as I understand, in your opinion the case was not proved?—Apart from that, we did not think it was a matter in which we should take any steps.

577. Assuming it had been shown that the employer had signed with the others this agreement about walking time, would you then have insisted upon it, he having contracted under the knowledge that this walking time existed?—I think we should in that case.

578. That is to say, if it is proved to you that the contractor took some action which directly affected the rate of wages; you would think it your duty to intervene?—I think so.

579. Supposing it was proved to you that something was done by the contractor which indirectly affected the rate of wages, should you consider it your duty to intervene?—It depends upon the nature of the case. I have not known a case of that kind come under our notice. You mean, probably, such a thing as levying a fine or making deductions from the men's pay.

580. Yes, anything that has indirectly or directly affected the rates of wages; would you, if that were proved, intervene?—I do not think we should.

581. That is to say, if a contractor, who contracted on the terms of paying certain wages with other conditions, committed an indirect breach of the conditions, and it was proved to you, you would not consider it your duty to intervene?—If it directly affected the payment of the current rates, we should certainly intervene.

582. You said you would not consider it your duty to intervene in the case of the employment of women, apprentices, and boys?—That is so.

583. Of course, I am not speaking of the ordinary employment of women, apprentices, and boys; that has nothing to do with us here. But this is the position: supposing a complaint were made that the contractor, having contracted for certain works at a certain price under the Resolution of the House, guaranteeing that he would pay the current rate of wages to competent workmen, employed on the work under that Government contract a larger number, say, of women at a cheaper rate than he was employing before in the ordinary process of his trade; should you consider that a breach or not a breach of the Resolution?—We should not consider that a breach.

584. To put an extreme case: suppose a contractor employing 50 men in the ordinary course of his business for a particular work tendered on that basis (that is to say, that the Government would be prepared to pay the rate of wages earned by those men), and supposing, after he had received the contract, he discharged 25 of the men and took on 25 women at greatly reduced rates of pay, should you consider that a breach of the Resolution?—No.

585. Therefore, it is perfectly within the power of any contractor to contract and guarantee the Government that he is going to employ men—?—He gives no such guarantee.

586. Then I will say it is within the competence of one contractor, as competing with other contractors, to contract on the basis of paying full current wages to competent workmen, and, as soon as he has got the contract, to make a larger profit out of it by employing women upon it instead of men?—Yes.

587. And you would not consider it your duty to intervene?—No.

588. Nor in the case of the contractor employing a larger number of apprentices, or of boys?—No.

589. Or if he employs what are commonly called "improvers"; that is to say, less competent men; you would not consider that a breach?—We should only interfere if it was shown that he was not paying the current rates to the women, or apprentices, or boys, that he was employing. We should take no action as regards the proportion employed.

590. Have you in your contracts carried out the promise of the late Government in regard to the question that no favour should be shown as between unionists and non-unionists under Government contracts?—We have never shown any favour.

591. But you do not state that in your contracts, do you, as they do in the Stationery Office contracts?—No.

592. The clause in the Stationery Office contract is to this effect: that the contractor "shall undertake that in the engagement and employment of workmen and others required for the execution

Mr. *Sydney Buxton*—continued.

execution of the work no preference shall be given as between 'unionists' and 'non-unionists'"; you do not insert that in your contracts?—No.

593. Do you know why?—It has not been the practice in any way to interfere with the employment of unionists or non-unionists.

594. Supposing you had a complaint (and I think you have had such complaints) that men had been dismissed because they were unionists, would you consider it your duty to intervene, or not?—No.

595. Not since August 1893?—No.

596. Have the Treasury not communicated with you in regard to that matter?—We may have received an intimation from the Treasury on the subject, but really no question has arisen in connection with any contract that has been conducted under the War Office.

597. You received a communication from the Treasury to what effect?—To the effect that we were to make no difference between the employment of unionists or non-unionists.

598. Not necessarily that you were to insert such a clause in your contract?—Not necessarily to insert it in the contract.

599. I understood you to say just now you would not intervene in case of its being brought to your notice that under a Government contract a man had been dismissed because he was a unionist, and a non-unionist had been taken on?—I should not intervene in the dismissal of the man.

Sir *Charles Dilke.*

600. In spite of having received that intimation from the Treasury of the promise they gave to the House of Commons?—I do not see that a promise made by the Treasury would involve a Department like the War Office interfering in the dismissal of men.

601. It was a promise given on a similar case that occurred in a Government printing contract, and the promise given was in general terms; do you not think you would be bound to interfere in the same way as the Treasury and Stationery Office interfere?—No such question has arisen upon any contract that is placed by the War Department.

602. I understand that; but perhaps you would desire to modify your previous answer in that sense?—Yes, I should, if the honourable Member will allow me.

Mr. *Sydney Buxton.*

603. Was not there a case of Messrs. Patrick, in 1894, brought to the notice of the War Office?—May I ask the honourable Member what the nature of the case was?

604. I will not ask about it now, because it will probably be brought up afterwards, and we will get it in evidence then, which will be better; with regard to the question of penalties, I understood you to say that the only mode in which you enforce compliance with the terms of the Resolution of the House of Commons is either, if the complaint is proved during the tenure of the contract, you would terminate the contract, or, if the contract is over, you would remove the name of the contractor from your list?—Yes.

Mr. *Sydney Buxton*—continued.

605. In your opinion, would it not be better to have some minor penalty also?—That question was very carefully considered at the time the Resolution was brought out, and I think it was discussed between the honourable Member himself and the Director of Contracts at the time, and the decision that was arrived at was that it was better not to do so.

606. Has there been a case in which a breach having been proved (speaking still of the current rate question) you have terminated the contract?—A case has occurred.

607. How many?—Only one that I am aware of.

608. Has a case occurred in which they have removed the name?—Yes.

609. How many cases?—One.

610. Does that mean that since 1891 only two cases have been proved to the satisfaction of the War Office in which there has been a breach of the Resolution?—No.

611. What then are we to understand?—In some cases the contractor has admitted the complaints, and has conformed to the Resolution by paying the current rates.

612. But the contractor has suffered no penalty?—He has suffered no penalty.

613. But assuming a contractor commits a breach of the contract, ought he not to suffer some penalty?—Directly his attention has been drawn to it, in some of these cases, he has remedied it, and we have been satisfied with that.

614. Ought there not to be some inducement to him to conform to the contract, that is to say, that he should suffer some penalty, as well as carrying out what he ought to have carried out from the beginning?—The inducement would be a negative one; if a contractor gave us any trouble in regard to not paying the current rates, we should simply decline to employ him again. We consider that that acts as a greater deterrent than anything.

615. On the whole, you find your omission of penalties, except the ones that you have mentioned, does work well?—Yes.

616. You do not think it would be a good thing, or you do not think it is necessary to insert minor penalties?—My own opinion is decidedly opposed to the insertion of minor penalties.

617. I understood you to say that in your opinion the enforcement of the current rate Resolution has not tended (apart from the ordinary rise of wages) to increase the cost to the Government?—That is so.

618. I think you also said that the contractors themselves have raised no complaints in regard to its working?—Yes.

619. In your opinion, the Resolution, so far as it is enforced, has worked fairly satisfactorily?—That is our opinion in the War Office.

620. But you still think, as I understand, that you ought not, as a department, to take any step to discover what is the current rate in particular districts?—I think if we did we might land ourselves in a considerable amount of difficulty.

621. And also that where it could be shown to you that the spirit of the Resolution, though not the letter of it, has been broken, I gather it is not, in your opinion, your duty to take any action?—That is a little indefinite.

622. The

Mr. *Sydney Buxton*—continued.

622. The case of the employment of women is the case I was referring to?—In that sense, certainly that is so.

623. Would you consider that the case I put to you was a breach of the spirit of the Resolution?—As to the character of the employés whom a contracter takes in the ordinary course of his business, we do not consider that that comes within the terms of the Resolution as a matter for us to interfere with.

Sir *Charles Dilke.*

624. It is not always exactly "in the ordinary course of business," for instance, would you consider this case as coming within the ordinary course of business, to take a case that happened at Ponders End: a firm takes an electric light contract at a time when they are employing all men in one department of their work and all women in another department of their work; and, after taking a contract, they dismiss the men and put on women to do the work in the department which was previously worked by men, at a very much cheaper rates of wages; that would be a strong case, would it not?—It would be a strong case.

Mr. *Sydney Buxton.*

625. I take it from what you said you would not consider it your duty to intervene in that case?—We have never had a case of that kind; but, speaking in the abstract, I should say we should not intervene in the changes which were made.

Mr. *Powell-Williams.*

626. Would not the Department take the view that it has no right to say to any contractor, "You shall employ this class of labour and not that"?—We should.

627. That is to say, the Department would consider that it would have no right by its own action to exclude the employment of women supposing the contractors were able under the rules of the trade, without being stopped by the trade, to put those women into employment?—Quite so.

Mr. *Sydney Buxton.*

628. The point in the particular case I put to you, and in the case which Sir Charles Dilke put to you, is this: The War Office accept a contract believing that the man is contracting to employ so many men, so many women, and so many boys at the current rates for competent workmen and workwomen; after he has received the contract, in order to make a large profit, he reduces one class of labour and takes on another?—We should not know that when the contract was given.

629. I mean if it is brought to your notice that he has done that afterwards?—Supposing at the time of tendering he was employing a certain number of men and a certain number of women, and that after he obtained our contract he dismissed the men and employed women, we should not interfere.

Mr. *Powell-Williams.*

630. Would not the Department take the view that, whereas it would be compelled under the Fair Wages Resolution of the House to prevent the contractor from driving down the rate of wages, it would have no right to prevent him from reducing the aggregate amount of wages paid on the contract?—That is so.

Mr. *Powell-Williams*—continued.

Mr. *Sydney Buxton.*

631. Is he not reducing the rate of wages by reducing the aggregate amount he pays?—Of course he is in a sense. But although he may be employing an inferior class of labour, say boys or women, he may be paying those people very handsome rates of wages.

Mr. *Powell-Williams.*

632. Surely he is not in any way reducing the rate of wages by employing a less expensive class of labour supposing that he pays to that class of labour the current rate of wages due to it?—No.

Mr. *Sydney Buxton.*

633. Is he not doing so in this way; that he puts a certain number of those who were earning a higher rate of wages out of work; they, therefore, have to go into the labour market to obtain wages elsewhere, and therefore they are likely to drive down the current rate of wages for the men with whom they compete themselves?—That might be argued.

634. I understand that in such a case as I put, and Sir Charles Dilke put, from the War Office point of view, you would not consider it your duty to interfere?—No, not necessarily.

635. I rather gathered from your earlier evidence that in inquiring into these complaints they have to go through the hands of a good many different persons; do not you think that something might be done to simplify the process so that the complaints could be dealt with more promptly and perhaps more satisfactorily?—It is the procedure which is adopted in the War Office that the general officer commanding is responsible for everything which takes place in his district. I do not think it would be expedient to take the consideration of even these questions out of the hands of the general officer commanding the district.

636. When the case is one of dispute as regards what are the actual current rates, and the commanding officer and you yourself do not feel, from not having the technical knowledge, competent to decide, would it be possible to bring in the knowledge of the Labour Department in the particular dispute between a particular employer and his men?—I think it would.

Mr. *Powell Williams.*

637. Do you yourself think that there would be any advantage in including in a contract a penalty for the non-fulfilment of any condition of the contract over and above the power that the Department has to cancel the contract or to remove the contractor's name from the list of contractors?—I have never given that question any personal consideration. It was settled by my predecessor.

638. So far as you can tell at the moment, you do not see any objection to such an additional safeguard if it were asked for?—No.

639. Something was said to you about the dismissal of a union man in order to effect the substitution of a non-union man. I suppose I may take it that if the Treasury has issued any instructions

Mr. *Powell-Williams*—continued.

tions upon that matter the Department will obey them?—That would be so when a case arises.

Sir *Charles Dilke.*

640. Have you got the Treasury letter?—I was looking to see what intimation we received from the Treasury. So far as I remember, it was only to say we were to make no distinction between the employment of unionists and non-unionists, and I have never seen a case in which the question has arisen.

641. Have you had no complaints upon that point?—No.

Mr. *Powell-Williams.*

642. In measurement building contracts, I suppose that the Department might, if it liked, make the contractor put in a schedule showing the rates of wages that he proposed to pay?—Yes.

643. Those rates would necessarily differ in different districts?—Yes.

644. Looking to the area that the War Office contracts cover, you could not possibly get a uniform rate such as they get within the London area, for instance?—It would be impossible.

645. If we had these schedules it would be impossible for the War Office, at first sight, to say whether they represented the current rate or whether they did not?—That is the case. There would be no more difficulty in getting the contractor to send in a schedule of rates in regard to measured work than there is in regard to getting him to send a schedule of rates as regards day work.

646. It would apply to both?—Yes; the Department in neither instance being pledged to say that those are the current rates.

Mr. *Parker Smith.*

647. Do you not, as a matter of fact, make the contractor send in a schedule of rates with regard to any alteration in the course of the contract?—He does not send in a schedule of rates with regard to a contract for measured work.

648. How do you arrange if you make any change in the course of a contract? In Scotland the contractor specifies particular rates, which, if he is required to make any alteration in the course of the contract, he has to alter. That is not so in your contracts?—A very large proportion of this repairing work is done upon the measurement system. So much is laid down for painting by the yard, and flooring and so on, but there is a certain amount which must be done by day-work, for which measurement rates cannot be laid down. In regard to the day-work portion of our repair work the contractor does submit the schedule of rates which he proposes to pay. That is the only case in which he does so, so far as our work is concerned.

Mr. *Powell-Williams.*

649. To begin with, at any rate, we have no means of knowing whether or not that schedule exhibits the current rate of wages payable in the district?—We have no means of knowing.

650. Therefore, hitherto the Department has only called upon the contractor to pay the right rate, and has compelled him to pay that rate in the event of its being shown he has not been paying it?—Yes.

Mr. *Powell-Williams*—continued.

651. It was put to you whether we might not make the contractor state his rate, and, in the event of any difference between the rates stated in the various tenders, we might assume that the lowest rate given was not the current rate. Assume the case of the Department receiving tenders which showed different rates of wages proposed to be paid, would it not be possible to call the attention of the contractor offering the lowest tender to the fact that the wages stated in his schedule were apparently lower than the current rate of wages, and ask him to explain; would that be possible?—It would involve our knowing what the current rate of wages was.

652. Not necessarily. You might call his attention to the fact that his rate was very low, and ask him to state whether his rate was the current rate or not, warning him that if it proved not to be the current rate and he took the contract, he would have to pay the current rate?—We do.

653. A question was asked you as to the amount by which the Fair Wages Resolution in the House of Commons has raised the cost of contracts; I think you said you did not think it had raised them very much?—I applied that remark to building contracts.

654. Has your attention been called to the Fourth Annual Report of the London Building Trade Committee in 1892?—No, it has not.

655. May I read this passage to you: "Thus, though the original Resolution was not accepted in its entirety, the result of the debate will be felt to be most satisfactory. The very best thanks of all workmen are due to Mr. Sydney Buxton for his able advocacy of their cause, and for having thus induced the House to assent to a new and most important departure in reference to the question of Government contracts, one which cannot fail to have a very beneficial effect on the rate of wages. The Building Trade Committee desire to inform their fellow workers that as one result of the successful action taken by them under the new triennial contract for the maintenance and repair of Government buildings in the metropolis, the workmen will receive an advance of from 25 to 30 per cent. in their wages. The importance of this will be apparent when we state that 100,000*l.* is paid under this contract every year, and at least 60,000*l.* in wages." Does that modify your opinion at all?—No, I do not think so. The opinion of the principal surveyor of the War Office is in accordance with mine, that our building contracts, and works contracts generally, have not been affected by requiring the current rate of wages to be paid.

656. Do you observe the deliberate statement made in the report I read that 60,000*l.* will be affected to the extent of 30 per cent.; that is to say, 20,000*l.* is to be added by the action of the Fair Wages Resolution of the House; you have not considered that statement?—I am aware of that statement, but I do not think it is admitted by us, so far as the War Office is concerned, that there is sufficient justification for it.

657. Do

Mr. *Sydney Buxton.*

657. Do you mean this: that as regards War Office contracts all the contractors before the Resolution were invariably paying the current rates to competent workmen?—It is our opinion that they were, in the majority of cases.

Mr. *Powell-Williams.*

658. Various questions were put to you as to the course adopted by the War Office in making inquiries; may we take a recent building case which you are aware of, which occurred in Belfast, as a sample case of the course of inquiry?—I think so.

659. We will not mention any names. May I ask whether the course of inquiry was not something of this kind: In the initiation of the inquiry there was almost at the same time a representation from the commanding officer and from one of the workmen—they practically reached the War Office together; on that, the commanding officer was instructed to see the workman and the contractor, and he did see both?—Yes.

660. Was it the fact that he came to the conclusion that the proper rate of wages was not being paid, though he considered the wages that were paid to be a fair remuneration for the work?—That was so.

661. The contractor for a short period, on the complaint being made, paid a higher rate, and then subsequently declined to continue to pay the higher rate; was that so?—Not only that; it was alleged that the contractor made some of the men refund what he had paid.

662. On that further complaint arose, and an officer was specially sent down from your department to Belfast to investigate the whole thing?—Yes.

663. He saw both the workmen or one of the workmen—certainly he saw the representative of the workmen, and also of the trades union—and he also saw the contractor?—Yes.

664. And he reported, both verbally and in writing, to you that in his judgment the fair rate, which, in that case he declared was the trades union rate, had not been paid?—Yes.

665. And upon that the contractor received notice to terminate the contract?—Yes.

666. That, I suppose, was a special and important case; but may the Committee take it that the case, as I have put it to you, indicates the ordinary course of investigation carried out by the Department upon complaints, however arising, in relation to the non-payment of the current rates of wages?—I think it is a fairly typical case.

Mr. *Sydney Buxton.*

667. Is that the one case you were referring to in which the contract had been terminated?—That is the one case in which the contract was terminated.

668. That is to say, in the opinion of the War Office there has only been one case in which the contractor has so flagrantly violated the Resolution that the contract ought to be terminated?—That is the only case.

Mr. *Powell-Williams.*

669. Has your attention been called to a schedule which was prepared in 1894 in the Department, showing the number and the character of the complaints made, and the issue of them?—Yes.

670. Having regard to that return, do you adhere altogether to the answer you gave to the honourable Member for Poplar as to the time that the inquiry takes; may I take it that the time you mentioned to my honourable friend is about the outside time that any of these inquiries take?—When I said a month or six weeks I put it as the outside time, but it depended really upon the inquiries that were necessary.

Mr. *Sydney Buxton.*

671. Is there no case where it has extended over so long as six months?—I could not say without going through the cases.

Mr. *Powell-Williams.*

672. In regard to the cases that occurred in 1894, they were all, I suppose, most carefully looked into?—Yes.

673. And as the result I believe about 90 per cent. of them turned out to have no real foundation?—Yes, quite that.

674. In the other cases there was ground for complaint, which the contractor was called upon to remedy and did remedy?—Yes.

675. The cases almost invariably originated, did they not, with communications either from the trades unions or from persons employed on the contract?—Yes.

676. Now the only other question I have to ask is this: Have you in the course of the discharge of your duties come across difficulties which have presented themselves in the employment of old soldiers and reservists?—Yes.

677. I believe this Resolution has been applied and has been deemed to prevent the employment of old soldiers and reservists who were not fully competent workmen?—Yes.

678. That is to say, if a contractor had employed one of these men below the current rate of pay, though it was all the man was worth, representations have been made that under the Fair Wages Resolution his employment has had to be discontinued?—That is so.

679. Have you had many cases of that?—Not very many.

680. But I may take it as being the fact, may I not, that the Resolution of the House as it stands, as it is interpreted, is a distinct obstruction in the way of the employment of reservists and old soldiers?—Not only the employment of reservists and old soldiers, but the employment of all incompetent men upon Government contracts.

681. That is to say, the contractor must either pay the man the full wage of a fully competent man, or must not employ him at all?—Yes.

Mr. *Maclean.*

682. The Resolution only applies to competent men. I understand that you think yourself bound to have incompetent workmen dismissed, but that you can allow a contractor to employ women or boys, or improvers to any extent he likes

Mr. *Maclean*—continued.

likes. You have been speaking about reservists and old soldiers; would you take the same course with other men who are not competent workmen?—I do not quite understand the bearing of the question.

683. Mr. Powell-Williams was putting to you that there had been a number of time-expired soldiers and others who had been removed from employment for not coming up to the standard of competent workmen, the contractor not being allowed to employ them; that is so, is it not?—There has been no prohibition upon the contractor employing them. All we have said in those cases is that wherever he employs them they must receive the current rate of wages for competent men.

Mr. *Powell-Williams.*

684. The objection to their employment has not come from the Department, but it has come from outside?—Entirely.

Mr. *Maclean.*

685. But the Department has sanctioned their removal, or has not insisted that they should be maintained in their employment?—Certainly not. The Department has simply said what I say; it has informed the contractor he must pay the rate of wages for a competent man, however incompetent the man may be.

686. If the man is employed he must get the current rate of wages?—Yes.

687. But you do not apply that rule in the case of women and boys?—No, it is only competent men.

688. You pay them the rate current for female or boy labour?—The contractor would do so.

689. Of course, these wages are really determined by the fact that women labour and boy labour is not generally equal to that of men. If there is a lower amount paid to them it is because their work is not worth so much?—Presumably so.

690. So that your plan is this: if the work is executed to your satisfaction you do not see that the Department is bound to interfere with the contractor in regard to the kind and proportions of men's, women's, and boys' labour that he chooses to employ?—That is so.

Mr. *Sydney Buxton.*

691. You mean to inquire under that contract?—To inquire under that contract.

Mr. *Maclean.*

692. With regard to the question of the increased cost through carrying out the Resolution, you say you do not think there has been any increase; is that answer based upon your own experience, which I understand is that of only a year, or is it based upon the records of the War Office since the Resolution was passed?—Speaking generally on the subject of contracts, the payment of current rates of wages for stores and all that sort of thing, it is exceedingly difficult to judge between the rates that are paid at one time and another; materials may vary, patterns may vary, and all that sort of thing; but we do not think that the payment of current rates of wages has affected in any way the prices of stores generally; and in regard to the building trades, the principal surveyor of the War Office tells me he does not think it has affected the prices of building work, except in a very minor degree. That is perhaps in regard to what I previously stated, that 2 per cent. of the repairing work might have been slightly increased because the contractors would put in a little higher rates for pay in their schedule than they did before, knowing that we are so particular and so down upon them in regard to the payment of current rates.

Mr. *Maclean*—continued.

693. Your answer does not cover the whole ground, because the prices of articles have been steadily falling for several years past?—They have.

694. So that if you paid the same rates now the actual increase may be very considerable?—I do not mean to say we are paying the same rates now.

695. You are speaking, I understand, of the experience of the War Office over the whole period this Resolution has been in force?—Yes.

696. Some questions were put to you by Mr. Buxton about the Royal Engineers having the control of this work, and Mr. Buxton asked if there was any civil engineer who had anything to do with it; I take it the training of a Royal Engineer makes him quite competent to supervise work of this kind?—Yes.

697. As competent as a civil engineer?—Yes.

Mr. *Sydney Buxton.*

698. And as competent to know what is the current rate of wages in the district?—From inquiries, certainly.

Mr. *Michael Davitt.*

699. Is it the practice here in England to employ soldiers who have been artisans to do work in repairing and painting barracks which has hitherto been done by ordinary civilian contract labour?—It is the practice to a certain extent to employ military labour in the repairs of barracks.

700. Would you say it was the general practice throughout England? — So far as it was possible, wherever there were men capable of doing the work, they would be employed.

701. Has that obtained long?—Yes, a long time.

702. It has been a recognised rule?—Yes.

703. Are the artisan soldiers, as I may call them, so employed given any extra pay for their labour?—Yes.

704. About what amount?—It depends upon the rank of the man. It is a small rate, comparatively speaking, from 4*d.* up to 2*s.*

705. Do the rates so paid, added to their daily pay as a soldier, come up to the ordinary rate of wages in the district?—It is not fixed at all with regard to that.

706. Have any steps been taken to make both payments

Mr. *Michael Davitt*—continued.

payments come up to the ordinary rate of wages?—No.

707. Would you not think that the work done in that way, and being manifestly under the ordinary rate of wages, is sweating, and a contravention of the Fair Wages Resolution?—No, certainly not.

708. Of course you have information with regard to army contracts in Ireland?—Yes.

709. Are you aware that the Trades Council of Dublin has complained, I believe, to the military authorities of the excessive employment of soldiers in doing artisan work in the barracks in Dublin?—I believe they have.

710. Are you aware that at the Trades Union Congress attention has been called to that?—Yes.

711. Have any steps been taken by the War Department to meet this complaint of the Dublin Trades Council and artisans?—I am not aware whether any recommendation has been made to the Department on the subject by the particular council to which you refer. If there has, it will have been replied to.

712. Would you say there has been a large increase in recent years in the employment of artisan soldiers in carrying out work of this kind to the detriment of civilian labour in Dublin?—I do not know that there has been a large increase.

Sir *Charles Dilke.*

713. Are you not aware that repeated questions have been asked in Parliament on the subject of employing soldiers on barrack repairs in Ireland?—I have not observed any questions on the subject lately.

Mr. *Michael Davitt.*

714. Who would you suggest in Ireland would possess, through living in the country, more accurate information upon this point than the officials in London like yourself would have?—The Commanding Royal Engineer, the chief engineer in Ireland, would know more.

715. You are aware that they have, in connection with this kind of work in the garrisons, what is called a triennial contractor?—Yes.

716–719. He is, of course, a civilian?—Yes.

720. In connection with the ordinary work that is done by civilian labour in Ireland under the War Office, what steps have been taken by the War Department here to have the Fair Wages Resolution carried out in Ireland?—Precisely the same as here in England.

Mr. *Parker Smith.*

721. The question was raised as to the employment of women lowering the gross amount paid by contractors in the shape of wages?—Yes.

722. You said you thought that would be no business of the War Office to inquire into?—The War Office has not up to the present time intervened in a case of that kind.

723. Supposing the reduction was made, not

Mr. *Parker Smith*—continued.

by the employment of women, but by the employment of labour-saving machines, in each case the full rates of wages being paid to the men, would you think it any business of the War Office to inquire into that?—The War Office would not interfere.

724. In spite of any possible effect that the labour-saving machines might have upon wages?—We should see that the men employed in connection with the machines were receiving the current rate of wages.

725. That you would feel to be a full compliance with the spirit of the Resolution?—We should.

726. Then with regard to reserve men, and the difficulties of employing reserve men who are not equal to earning the full rate of wages, the House of Commons has expressed its opinion that reserve men and discharged soldiers should be employed, as far as possible, in Government work?—Yes.

727. But do you consider the Fair Wages Resolution overrides that?—Yes.

728. You do not consider that that expression of the opinion of the House of Commons gives you any right not to interfere in the case where a reserve man is being employed at a lower rate of wage?—We have not done so up to the present time.

729. You have simply intimated to the contractor that whoever he employs must be employed at the current rate of wages?—Yes.

Sir *Charles Dilke.*

730. The only question I want to ask concerns the proposal to publish a list of Government contracts. I think you were in the room when I asked the witness from the Office of Works as to the proposed list of Government contracts?—Yes.

731. Have you any observation to offer upon the practicability of such a list as regards the principal Government contracts?—It depends, of course, very much upon the form in which it is proposed to publish the list of contracts. If we were to give a list of contracts for the whole year, for instance, as I have seen it proposed, what I should like to point out is that the list of contracts given to-day would be incorrect to-morrow. But I may say that the Admiralty confine themselves to simply placing on a board in the lobby the contracts that are periodically entered into. The contract for cordage, for instance, might be divided between half-a-dozen contractors, and they would simply say in the notice that the contract for cordage had been placed with Messrs. Smith and Messrs. Jones, and so on; there would be no reference to any dates, and no particulars given; it would simply state the allocation of the contract. Of course, if that information was desired in the War Office it would be a matter for consideration.

Mr. *Broadhurst.*

732. As to the question of the advance of wages created by this Resolution of the House of Commons, in your opinion I understood, it had not

Mr. *Broadhurst*—continued.

not resulted in an advance of 25 per cent., judging by the price you are paying for your works now, compared with what you paid before the passing of the Resolution?—Yes.

733. Do you think it possible that an advance of wages to a considerable extent might take place without adding to the total cost of the work when done?—I can only speak as to the effect of paying current rates universally upon contracts.

734. Do you think that the payment of higher wages naturally would attract better labour, and although that better labour is paid a higher wage it might not add to the sum total of the cost of the work?—If you got better labour I should certainly think it would be so.

735. So that the advance of wages as alleged might be true, and your statement might be true at the same time; the two statements are not inconsistent?—They are not absolutely incompatible.

Mr. *Sydney Buxton.*

736. Mr. Powell-Williams read a passage from a pamphlet, in which it was stated that there had been an advance of wages, or that a larger amount was paid for wages, in consequence of the Resolution of the House of Commons. So far as you could follow the passage Mr. Powell-Williams read, that did not refer in any case to War Office contracts, did it?—I do not know to what particular contracts the statement referred; but if it referred to War Office contracts I could not myself say that the statement was correct.

737. It did not refer to War Office contracts, but to contracts under the Office of Works, as to which we have had evidence that there has been an increase. As regards the War Office, your opinion is that it does not result in an increase?—Yes.

Mr. *Broadhurst.*

738. With regard to your works out of the London district, you said there might be some difficulty in your ascertaining the current wages as your works are very much scattered?—Yes.

739. Are you aware that there would be no difficulty in ascertaining the local rates if you communicated with the trades unions in those districts?—Yes; but we do not accept the trades union rates as the current rates.

740. What are the current rates, then?—The current rates which are really being paid to the majority of the people employed in the locality.

741. That is the trades union rate. Do you mean paid by what are called fair employers; that is, a firm in which the trade unionist is perfectly free to accept employment?—In arriving at what the current rates of wages were in the district we should not necessarily take the trades union rate as being the current rate. We should go beyond that; we should take the rates that were being paid not only to unionists but to non-unionists generally.

742. That is to say, by an unfair firm?—I do not say an unfair firm.

743. You might take a higher rate even than the trade unions rate?—Certainly, we might take a higher rate if it were proved to be the current rate.

Mr. *Broadhurst*—continued.

744. Are you aware that the trade union officials would be always at your service to give you information as to the rate?—I was not aware of that.

745. I think I might pledge them to do that if you desired it. If you did not like to communicate with the trade unions direct, there is the Labour Department of the Board of Trade, which is in communication, through its correspondents, with every township in the country?—Yes.

746. Would you object to communicating with the Labour Department for information?—No.

Mr. *Michael Davitt.*

747. Could you give the Committee an instance where the Department have accepted a higher rate than the trades union rate of wages in the district?—No.

748. Have you any such instance in your recollection?—No.

749. Then when, as you say, you "go beyond" the trades union rate of wages, you go to the non-union or lower rate of wages?—We go to the general rate of wages that is being paid in the locality.

750. How do you ascertain the rate of wages being paid in the locality if you do not go to the union for information?—By inquiry. We do not necessarily go to the union.

751. To whom do you address these inquiries generally?—With regard to the building, as I said before, these inquiries are generally made by our own engineer officers, and they avail themselves of whatever resources there are locally for finding out what the current rates of wages are.

752. They do not go in any instance to the local trade unions?—I am not prepared to say that they do not go to them.

Mr. *Powell-Williams.*

753. In the Belfast case, is it not the fact that your officer went to the trade unionists and ascertained what their rate was?—In the Belfast case, or in any case where we conduct a personal inquiry, I should not only go to the trades union, but I should go to everybody concerned.

754. In that particular case, at Belfast, was it not the fact that your officer went specially over and did inquire from trade unions; did he not also see four or five contractors living in Belfast and ascertain what wages they were accustomed to pay, besides the contractor who had the Government contract?—He did.

Mr. *Sydney Buxton.*

755. Had there been inquiries to the same extent as that, and the same trouble taken, in previous cases?—Yes.

Mr. *Broadhurst.*

756. I understood you to say, in reply to Mr. Buxton, that you accepted the assistance of the Labour Department of the Board of Trade, and you would be glad in the future to co-operate with them?—If it were decided to be necessary to do so.

757. With regard to the employment of these men who you say are supposed to be not really worth the full current wages; that is to say, reservists

Mr. *Broadhurst* - continued.

reservists and pension men, the contractor, I understood you to say, would be able to employ them if there had not been this Resolution of the House?—Yes.

758. But he is not compelled to employ any incompetent men?—No.

759. I presume if a man has been away from his trade 10 or 12 years he is not very likely to be fully competent at the end of that time?—No.

760. In your own private business of life you would prefer to employ fully competent advisers in case you wanted advice, I presume?—Certainly.

761. Say, in law or medicine, or in making you a suit of clothes?—Certainly.

762. And a similar preference would naturally run in regard to building?—Of course.

Mr. *Powell-Williams.*

763. Are there not two classes of competents, competent as to amount and competent as to quality; you might get a man perfectly well able to do a certain amount of work, though not a full day's work, and to do it well, and you might get a man who is able to do a full day's work, but who could not do it well?—Yes.

Mr. *Broadhurst.*

764. Perhaps you would recognise if you have had practical experience of neither one nor the other holds good in the case of a man with a long absence from his profession?—Certainly.

Mr. *Parker Smith.*

765. In the case of wheeling earth from one place to another, to take an example, does it make much difference whether you employ five men who are not fully strong or four men who are, if the wages at the end come out the same?—Speaking from personal experience, I would rather employ four labourers at 24*s.*, being men who can command the highest rate, than employ five men at 20*s.*, being men who can only command the 20*s.* rate. I consider you get much more work out of one than you would out of the other.

Mr. *Broadhurst.*

766. In the cases chiefly under our consideration it is not a question of wheeling earth, but rather of the more skilled work, is it not?—The more skilled work.

Mr. *Broadhurst*—continued.

767. In your evidence this morning I think you used the phrase, "since this question had been a political question," that is, the question of fair wage; in what sense do you mean it is a political question?—I did not use the words, "since the question has been a political question;" I said that these labour cases were dealt with as political cases and were decided by the political chiefs of the War Office.

Mr. *Davitt.*

768. Those are the responsible Ministers in the House?—Yes.

Mr. *Broadhurst.*

769. You said the other day you would look up the question of complaints as to machinery; have you done so?—I informed the honourable Member that the particular case I referred to was raised by the National Amalgamated Tinplate Workers of Great Britain, having their office at Birmingham, and they complained that the Resolution of the House was being violated by a firm in the East End of London, who obtained a large order for soldiers' mess tins; and the ground on which they put it was that they were making tins to a certain extent by machinery which had not up to that time been recognised or accepted apparently or been in use in Birmingham. We inquired into the question, and we found that the men that were employed by this firm were earning about 15 per cent. more in wages than it was considered were current in the trade, and as a consequence the contract was given to this firm. The inquiry was made before the confirmation of the contract. A second complaint was made by the same association; it was gone into again, and the Secretary of State considered there was no ground for interference. I think after that the contract was placed and got back again to Birmingham, and we were informed that the firm who got the contract were using very much the identical machinery that was being used by the previous successful firm in London.

770. Do you know whether the complaint was upon the ground that the machine work was not as good as hand work?—No; the complaint was that the contractors were not paying the accepted rate of wages for people employed in this way.

Mr. James Williamson and Mr. Tatham Gwyn, called in; and Examined.

Chairman.

771. (To Mr. *Williamson.*) You are Director of Dockyards?—Yes.

772. (To Mr. *Gwyn.*) And you are Director of Navy Contracts?—Yes.

773. (To Mr. *Williamson.*) I understand that most of the Admiralty contracts are dealt with by more than one Department?—That is so.

774. And, that being so, we thought it convenient that you both should be at the disposal of the Committee at the same time. I should like to ask you first, Mr. Williamson, if you can make a statement as to what has been the practice of the Admiralty with regard to carrying out the

Chairman—continued.

Resolution of the House of Commons since 1892. Have you anything fresh since the Return of 1892, which I have in my hand?—No. I propose to make a short statement with regard to what has taken place since the date of the passing of the Resolution of the House of Commons; but before doing so I would like to say that I represent the Department of the Controller of the Navy, and the contracts made by him, and that my friend Mr. Gwyn takes the general contracts made outside of the Controller of the Navy's Department. There is a certain amount of overlapping in connection

Chairman—continued.

nection with that. Mr. Gwyn buys certain stores also for the Comptroller of the Navy. The Controller of the Navy being responsible for the ships and machinery generally of Her Majesty's Navy, he makes direct contracts in connection with these services. Then, if I may say so, previous to the passing of the Resolution of the House of Commons, the following condition was incorporated in all specifications for hulls and machinery of ships for the building of which tenders were invited, namely: "All names of sub-contractors and the work which it is proposed to sub-let to sub-contractors must be first submitted to the Admiralty for approval." In consequence of the Resolution of the House of Commons a general circular letter was issued to all contractors directing their special attention to the exact terms of the Resolution, and intimating that in the event of their failing to comply with its provisions the Admiralty would be compelled to consider the question of removing their names from the official list of contractors. This circular was also sent to all parties when they were invited to tender; and I am speaking now more especially in connection with the Department of the Controller of the Navy. I should mention that this circular letter was framed by the Admiralty in conference with the Board of Works and the War Office, with a view to acting as nearly as practicable on the same lines, subject to modifications of details to suit the system of each department. In February 1893 a revised circular letter to the contractors was issued requiring that, with a view to more fully complying with the spirit of the House of Commons Resolution of the 13th February 1893, having reference to sub-letting and low rates of wages, "no contract nor any portion thereof should be transferred without the written consent of the Admiralty." The following words were also added to the end of the House of Commons Resolution, namely, "in the district where the work is carried out." Then we come down to the period of what we may call the present form of tender. That form of circular letter continued until somewhat recently, when the present First Lord of the Admiralty, after carefully considering the whole subject, revised the conditions of tendering to the extent of deleting the words "in the district where the work is carried out." That applies only to the Controller's Department.

Mr. *Sydney Buxton.*

775. It only applies to the hull and machinery?—It applies to hulls and machinery, and yard machinery.

Chairman.

776. Does it apply to marine steam engines?—Yes, that is ships' machinery.

Mr. *Walter Morrison.*

777. What is yard machinery?—Machinery in connection with the works of the dockyard; that is, for carrying on the work of the dockyard. It applies to yard machinery, and also to ships' machinery.

0.147.

Chairman.

778. (To Mr. *Gwyn.*) Does it apply to torpedoes?—They are dealt with by the Director of Naval Ordnance. (Mr. *Williamson.*) You have had copies, I think, of the present form of invitations for tenders sent you. If you will allow me, I will just describe as shortly as I can the forms of the several invitations for tenders. There is no printed form for inviting tenders for hulls and machinery of Her Majesty's ships. The letter of invitation to tender has to vary necessarily with each class of ship, but the Chairman has, I believe, a copy of a letter illustrating the form in which tenders are invited for ships.

779. You put these forms in, of course?—I put those in. If you take, in the first place, the form which refers to the invitations to tender for hulls and machinery of ships, and will kindly turn to the second page, you will see that the words which I have read have been deleted from it; and the condition of tendering stands exactly as the Resolution was passed by the House of Commons. I do not know whether it is the desire of the Committee that I should read this form of invitation to tender. It is rather a lengthy document.

780. No.—Very well; then the next form is one which has reference to an invitation to tender for a ship's machinery only; that is to say, in a good many of the vessels built in Her Majesty's dockyards, and also in some vessels built by contract, the machinery is made by a separate contractor; and there is a separate form of tender for that. Then, as regards the naval stores, there is some little difference there, and perhaps, as it is not very long, I may be allowed to read the form.

781. Just read enough to explain the difference?—All invitations to tender for naval ordnance stores, excepting torpedoes, are sent out by the Director of Army Contracts. The form used in that case will, no doubt, if required, be furnished by the War Office. With regard to torpedoes, the general conditions for tendering are shown on the accompanying printed form of agreement (A). That agreement (A) is purely and simply an invitation in the form of a letter asking contractors to tender, and at the end of that we have this note: "The torpedo manufacturers have been informed of the Resolution of the House of Commons in regard to fair wages clause, and told that my Lords expect those who are entrusted with contracts for the Admiralty to adhere to its conditions." Gun mountings are naval stores, and the forms of letter and extract from specifications for calling for tenders for them, as far as regards the fair wages clause, you will see marked B. The clause attached to each of these invitations to tender is to this effect: "The wages paid in the execution of this contract shall be those generally accepted as current in each trade for competent workmen."

Mr. *Walter Morrison.*

782. You have not got the words "in the district?"—No, not "in the district."

Mr. *Sydney Buxton.*

783. Was it ever put in?—I may say that those words were, in the first instance, excluded

Mr. *Sydney Buxton*—continued.

from all these invitations to tender which I am now describing.

Sir *Charles Dilke.*

784. Do you mean that they were excluded from them all?—They were excluded from them all.

Mr. *Sydney Buxton.*

785. Do you mean that they were included and they are now excluded, or that they have never been in?—I think I may say they were all in at one time; from early in 1893.

Mr. *Broadhurst.*

786. What was the date of their exclusion?—On the 21st September 1895, when contractors were invited to tender for the "Diadem" class.

Mr. *Sydney Buxton.*

787. It was about last autumn?—Yes.

788. Was it January?—September 1895.

Mr. *Broadhurst.*

789. September of last year?—Yes. The next form of tender which I think you have is for what we call yard machinery for dockyard work and purposes. Those words which I have quoted are excluded. Then there is another form of tender which is sent to machinery contractors telling them that they will be called on by hull contractors to tender for machinery for ships and steamboats to be built by contract; that is to say, some shipbuilders are not also engineers, and therefore to get the machinery for those ships a contract is entered into directly with the engineers by the Hull contractors. Then we have two other forms of tender, one for steamboats, that is, steam launches and cutters; and also another form of tender for various parts of machinery which we have to buy, even though the general machinery of the ship is built in dockyard, such as castings and steel forgings.

Chairman.

790. Does that pretty well exhaust your schedule of tenders?—I think that pretty well exhausts the schedule.

791. And with reference to all of them now, the words "in the district where the work is carried out" are deleted?—They have been deleted.

792. They are deleted?—They are deleted. I believe that Mr. Goschen did it as a tentative measure; because it had been strongly represented to him that in certain districts, such as London, with those words included, it precluded the builders from competing fairly with contractors in the country; and while Mr. Goschen did it, I believe, as a tentative measure, he fully believed, and rather desired, that an inquiry, such as this probably, would arise out of the fact of his having done that.

Sir *Charles Dilke.*

793. What do you mean exactly by "competing fairly;" are these contracts for ships given to the lowest tenderers; they are not, are they?—Yes, they are given to the lowest tenderers.

Sir *Charles Dilke*—continued.

794. Do not you have regard to other considerations?—Well, of course there may be other considerations that would influence the decision; but speaking as a general rule the lowest tenders are accepted. In fact, it is a very rare occurrence that any contract is given out excepting to the lowest tenderer.

Mr. *Broadhurst.*

795. But that is, the lowest tenderer on the selected list?—Yes, that is, of course, the lowest tenderer on the selected list.

Sir *Charles Dilke.*

796. Do not you allot them to certain persons. Do not you say, "We will have so many of these ships built at such and such a place"?—The desire is, of course, to distribute the work as much as possible in districts.

797. Do not you have regard to that in considering the price?—When there is any question of price that would affect that part of the question, it is quite possible that, if there was a very wide difference between the lowest tender and the next one in the district in which we might desire to place a contract, with the view of distributing the work, the firm would very likely be asked if they would accept a certain price, which would be the price of the lowest tender.

Mr. *Maclean.*

798. Do you allot so much work to the Clyde, and then only invite certain contractors on the Clyde to compete for the contracts, or do you invite competition from all over the country?—It depends greatly on the class of work to be given out. If it is a battle-ship, of course the opportunities of asking private contractors to tender are somewhat curtailed, because there are comparatively few who are able to build heavy first-class battle-ships. Therefore, what is done is this. If we are going to build a battle-ship, there are only a few very large shipbuilding centres in the country, including that eminent firm of Harland and Wolff in Ireland, and they are called upon to tender for that class of ship. It should be remembered that all those firms' premises have been previously carefully inspected; the ground upon which the ship would have to be built has also been tested with a view to the possibilities of its carrying the enormous weight of a battle-ship, and the facilities for carrying on the work in the yard itself, and even, to a large extent, the known experience of the principal members of the firm to carry out a large and important work, such as a contract for a battle-ship, is considered.

Sir *Charles Dilke.*

799. A great many considerations seem to enter into the matter besides that of mere price?—That last statement of mine should be taken in connection with the putting of the contractors on the list. It is antecedent to putting them on the list for building Admiralty ships.

800. But do not you allot ships to certain parts of the country without complete reference to the question of price?—Subject to the explanation which I gave just now as regards the capabilities of the firm, and also in regard to the price.

801. But

Mr. *Parker Smith.*

801. But, subject to that, I take it you treat them in just the same way. You would not think, because one went to the Clyde, the next one ought to go to the Thames, if you were satisfied that different yards on the Clyde should build those two battle-ships?—No.

Sir *Charles Dilke.*

802. Do not you try to distribute the building of battle-ships?—We aim at distributing it; but, as Mr. Parker Smith has pointed out, it may be impossible to do that because of certain conditions as to price, and you may have to give two to one river and only one to another river.

803. When did you last give a battle-ship to the Thames?—That is a good many years ago.

804. But you are aware that foreign Governments are giving battle-ships to the Thames now?—Yes, we are aware of that.

805. Would not that lead you to make inquiries of this kind?—We do make full inquiries. We know, in fact, the capabilities of the Thames Company. It is not a question of capability at all. It has always been a question of price.

Mr. *Maclean.*

806. Do you invite for large battle-ships tenders from all the contractors qualified to construct battle-ships on your list?—Yes.

807. In all parts of the country?—In all parts of the country.

808. For each battle-ship?—Yes, certainly.

Mr. *Davitt.*

809. Does that include Harland and Wolff?—Yes.

Chairman.

810. How do you explain the fact that while foreign orders are given to the Thames it is not possible for the Admiralty to give orders there?—Well, I can only suppose that it is because of either one of two things, that the foreigners are willing to pay, judging from the prices that we have had from the Thames Company lately, the very highest prices for their ships, or possibly they do not seek to spread their orders so widely; in other words, they do not seek to spread their orders as the Admiralty are bound to do.

Sir *Charles Dilke.*

811. Why do they pay the highest prices? Because they expect good work?—That may be one reason.

812. Yes?—The Admiralty not only expect to get but obtain good work.

813. But why are Governments like Japan, who have built ironclads in many parts, able to place orders on the Thames, and you not be able to do so?—I cannot explain it any more than by this, that while the Thames Company have the same advantage of tendering as any other firms, their prices are abnormally high.

Mr. *Sydney Buxton.*

814. I understand from you now that it is the absolute practice of the Admiralty, putting aside the question of the competency of the contractor, which is another matter, to take under any circumstances the lowest price, and the lowest price only, for a contract for a ship?—Yes, if all other conditions were favourable.

Mr. *Sydney Buxton*—continued.

815. Assuming, of course, that the contractors were good contractors?—Yes, that is the custom of the Admiralty.

Chairman.

816. I understand that there are no contracts which you put up for public tender?—No.

817. (To Mr. *Gwyn.*) Neither of the Departments do that?—Yes, we do.

Mr. *Sydney Buxton.*

818. (To Mr. *Williamson.*) I understand you have a selected list, and therefore all the contractors you ask to tender are competent persons?—They are all competent persons.

819. What I want to ask you is this. You accept this, practically, that your only influencing factor in accepting one tender over another is the question of price. If one contract was 1*l.* less than another, you would accept it for a big ship?—Well, I should not like to say that two ships would be put on the Clyde if there was only 1*l.* difference between the contractors on the Clyde and the Thames Company.

820. Suppose there was a difference of 2*l.*?—They would not for a good many pounds. I should say that the Admiralty would seek to distribute the work even though there were perhaps a difference of a thousand or two. I am only giving you this as my own opinion. I have no authority to make this statement, but I can quite believe that, if it was a question of 1,000*l.*, 2,000*l.*, or even 3,000*l.* only, they would seek to distribute the orders.

821. That is to say, supposing there were three ships to be allotted, and the Clyde contractors were in each case, say 2,000*l.* or 3,000*l.* below the Thames contractors, you would go on your system of distribution and endeavour to give two contracts to the Clyde and one to the Thames at the higher figure?—That would be my personal opinion.

822. But I want your official evidence, please?—I should think that the Admiralty certainly would do that if the difference was so small as that.

823. It is a question really of the size of the difference?—Yes, the amount of the difference.

824. Do you mean that they would consider it from the national point of view, that it is an advantage to have these different yards in these different places?—I think there is no doubt of that.

825. Would the question of the higher wages paid in one place than in the other induce them also to assent to paying rather more?—No, I do not think that principle could be admitted or would be admitted.

826. But, of course, the additional cost would be based on the fact that higher wages had to be paid?—Yes, but that would be a very serious thing to work out.

827. But to a certain extent it is an admission that higher wages are recognised on the Thames, for instance, than on the Clyde, if they are ready to pay rather more for a ship on the Thames than on the Clyde?—I limit that to a moderate amount. It is not at all upon the basis of there being a difference in wages to justify it. I want to carefully keep that out.

Mr. *Sydney Buxton*—continued.

828. They would not take that into account at all?—No.

829. In reference to what you actually do, I understand you to say that, desiring as you do to distribute or allot your ships, if a contractor gave a larger estimate, so large that you could not accept it, you sometimes ask him to reconsider his tender?—Yes.

830. Has that been done lately?—Yes, I think so.

831. What has been the result as a rule?—Well, in some cases they have declined to reduce their tenders.

832. Have they, some of them, reconsidered them?—Some have reconsidered them.

833. And have accepted?—And have accepted the sum named by the Admiralty.

834. You mean that the Admiralty say to them, "We will give you a ship at this price"?—No; they say, "Are you prepared to accept a ship at this price," naming the price.

835. Then, practically, the Admiralty do very often, or occasionally, go direct to the contractor and make a separate bargain with him?—Well, to that extent; to the extent that I have described.

836. And, in your opinion, officially, do you think it would be advantageous in order to allot or distribute ships among the different building yards that the Admiralty should deal more directly with the contractor than they do at present?—I have already shown that the Admiralty really do that.

837. They do it, as I understand, only after they have already accepted the lowest tender from others?—No tenders are accepted until the negotiations with all the tenderers are completed. When the tenders are opened it is found out which is the lowest, and if there is a very wide difference between the lowest and the next, with the desire to distribute the work, the Admiralty have often said to the firm who sends in the next highest tender, "Would you accept such a price for the ship?"

838. And would the price so quoted to the contractor be the price of the lowest contract, or would it be something between that and the price given in by the contractor?—That may vary with circumstances too, but generally speaking I think I may say that it would be the lowest tender.

839. That is to say, if two men are asked to tender, and one gives a tender of 20,000*l.* more than the other on a particular ship, the Admiralty, in order to allot their ships, would accept the lowest, and would offer another ship, having another to allot, to this man, only at 20,000*l.* less than he had tendered for it?—I do not commit myself to the figures, but to the principle I agree; that is so.

840. Does it often occur that a contractor is prepared to take a contract at, say, 20,000*l.* less than his tender?—I cannot give you the figures. The principle I admit; and cases have frequently occurred where they have accepted less than their tender.

841. How many ships have been built last year on the Clyde. I am speaking of big ships?—The large ships have been about five or six, I think.

Mr. *Sydney Buxton*—continued.

842. How many have been built on the Thames?—For the Government I do not think there were any.

843. How many of these ships, with a view to this distribution, were offered to the Thames?—I do not know that I can answer that question right off. I mean that I am not able to say right off correctly whether they have offered any, or how many.

844. But I suppose that is information which you could give us?—Yes, certainly.

845. Perhaps when you are next here you would give it, because I want to see how far this principle of allotment is carried; and if there are at the present moment, or there were last year, six ships being built on the Clyde and none on the Thames, we want to know what opportunity the Thames contractors really had of reconsidering their position on the basis which you have stated, and what ships were really offered them that they could have had?—Yes, I understand your question.

846. Then, as regards the question of the deletion of the words "in the district where the work is carried out," of course I do not want to press you on a matter of policy which is not for you but for your chief to decide, but I understood you to say that this was done because the present system, including the words "in the district where the work is carried out," prevented the contractors on the Thames from fairly competing with others elsewhere?—Yes, that was so represented.

847. How did it prevent them from fairly competing?—Well, it is difficult for me to say; I can only give the Committee the statement of the parties who were interested. I only make the statement to the Committee as a representation of the parties who were interested.

848. But I suppose the real reason (it is an obvious one) is that the rate of wages in London being higher, the insistence on the inclusion of the words "in the district where the work is carried out," forces them to make a higher tender than the tenders of their competitors?—I should think that was very likely the explanation.

849. Then the object of excluding the words "in the district where the work is carried out" was that they should not necessarily, while they were doing the work of a Government contract, have to pay the wages which they would pay if they were doing private work?—I would rather put it in this way: that it gave the contractors an opportunity of consulting with their men and saying, "Now, if we are to get battle-ships to build here, it is perfectly evident that we cannot afford to pay these excessively high wages; are you prepared to accept wages such as permit of these ships being built in the north and elsewhere in order that we may keep this large place going?" I am putting this as a builder myself, and I know that I would consult the men in that way.

Sir *Charles Dilke.*

850. And also it might lead to their bringing in labour from outside; from other places where labour was cheap. It might lead to the contractor not consulting his existing men, but importing labour from other places where it was cheap?—I think that would scarcely be practicable on a large job like a war ship.

851. You

Mr. *Sydney Buxton.*

851. You used the word "excessively." Did you mean that necessarily wages on the Thames were too high?—I do not say they are too high. I think they are relatively very much higher than they are in the north.

852. Because "excessively" may mean that you thought they were excessive?—I am not giving you my opinion upon that. I am only dealing with what are well-known facts, that wages are very much higher on the Thames than they are in other districts where to my own knowledge the men can make a pound a day at iron ship-building. I know that in some of the districts in the north the men can make a pound a day at plating; smart fellows they are; the wages here are very considerably—somewhere about 15 or 16 per cent.—above the wages there.

Mr. *Broadhurst.*

853. To what do you ascribe mainly the inability of the Thames firms to compete with the north?—Well, I think there are a variety of circumstances. It is not only the labour question. For instance, land is very valuable, and all the raw material used in the building of a ship or the building of an engine has to come from long distances, involving cost for freight, extra handling, and all that sort of thing. It is not the labour alone.

Mr. *Maclean.*

854. And the coal?—And the coal and everything that you require to build a ship. In fact, there is nothing to be got next door to you, so to speak, as in the north.

Mr. *Broadhurst.*

855. Would it be substantially true to say that nearly the whole of the material for building a battleship on the Thames would have to be imported from the north in the main?—That is so.

856. That is the raw material?—The raw material; practically the whole of it.

857. Then may I just ask you whether you can state substantially what is the difference in the rate of wages, taking all the men engaged in building a battleship, that is, the engineers and the platers, and the boilermakers, and so on?—To the best of my ability I looked into that question and compared it with regard to one of our battleships. Of course, the differences in rates of wages vary very much by trades; not only so, but the proportion of work done by the several trades also varies. Before you could make an accurate calculation as to the true percentage of the difference in the cost of the labour, you would require to know what would be the cost of labour, say, for shipwrights, joiners, plumbers, engineers, and fitters, and so on all the way through each trade separately. Then take the various rates and add the percentages. Well, as a matter of fact, I have worked out the relative cost of a battleship, and in this way I think it came out to about 40,000*l.* extra for labour; but then, curiously enough, the mean of the percentages only came out at 15¼ per cent., while the actual percentage of the increased cost of labour amounted to 21 per cent. Of course, the reason of this difference is, that the amounts for labour in each trade and the percentage differences between the rates of wages vary considerably.

Mr. *Sydney Buxton.*

858. I understand, from your having worked this out, you would have no difficulty with regard to a tender for a man of war, for instance, a big ship, in distinguishing between the part of the expenditure due to the labour and the part of the expenditure due to the machinery, and so on?—We could approximate it, of course.

859. Therefore, if it were thought expedient that the question of wages should be one of the considerations with regard to the acceptance or not of a tender on the basis of the lowest tender, you would be able to work it out roughly so as to be able to distinguish between wages in one part and wages in another part?—In answer to that, I would point out that we should be entirely in the hands of the contractor with regard to supplying us with the information of the cost of his previous ships, and also other calculations; the whole of it would have to come up in detail, as I have shown you, for the reasons that the percentages vary right the way through.

860. You could check that substantially?—It would be very difficult to check it. I do not know that we could.

861. But, as regards the actual rates of wages current with regard to those skilled trades, they are generally, I know, the district rates?—Well, they can be ascertained fairly accurately, so far as the ship building and engineering industry is concerned.

862. They are practically recognised rates?—Yes, I think so.

863. But you say that, in order to distinguish the actual amount of extra labour which a contractor in one part would have to pay over a contractor in another, you would be largely in the hands of the contractor, with regard to his giving you the information?—Yes, I think so.

864. But, surely, in the building of any big ship the proportion of certain classes of labour to other classes is fairly uniform. I do not mean absolutely down to a man, but it is fairly uniform?—That would vary with districts too, and it would vary with the class of machinery in the contractor's yard. If he had got very expensive modern machinery put up specially for the work, that would influence the cost of production very materially, and you would not only have to take into consideration the rates of wages, but the calculation would be further complicated by having to go to the works and form some rough-and-ready opinion as to what the output of that machinery would be, and what allowance ought to be made on account thereof.

865. But substantially I take it from you, that though you could not reduce it down to a very small sum, you could substantially say of a ship what would be the additional cost of labour in one particular district over another?—Yes, it might be approximated, but I do not recommend it.

866. Then you said just now in reference to competition between contractor and contractor that you would have the contractor go to his men and suggest to them that they should accept a lower rate than that current in the trade; I understood you to say that your idea would be that the contractor would go to his men where the rate of wages was higher than in another part and suggest to them that as regards this particular

Mr. *Sydney Buxton*—continued.

particular contract they should accept a lower rate of wages?—I pointed to the way that all rates of wages throughout the country in these particular industries are adjusted, viz., by conference between masters and men; and upon these lines, it might be in some cases that the margin or adjustment would be the other way, *i.e.*, downwards, in some districts.

867. How do you mean that the margin would be the other way?—I mean it is quite possible, if the Thames people could get a very big price for their ship on account of the difference in rates of wages, that the workmen on the Clyde would at once say, "Why should not we have the same wages." They are now content to work at a very much lower figure there, and I fear that, if you attempted to place contracts in the manner suggested, that is, to recognize the variations in the scales or rates of wages in each district, you would soon have them all levelled up to a common rate. That is what I fear, because the men would say, "If we are going to do the Government work why should not we have the same rate as they are paying for the same work on the Thames," or Liverpool.

Sir *Charles Dilke.*

868. Why should that be so any more than it is now in all the great trades where the rate of wages varies from town to town?—This would be an official recognition of the higher scale.

869. Only the higher scale for the particular place?—Yes, but then there would be at least a strong tendency for these men to agitate in other ports in order to get their wages up to the same rate.

870. Has not house rent a great deal to do with it?—That is not so much a question of the rate of wages as it is the spending of the wages.

871. Quite so, but then that affects it?—Yes.

Mr. *Sydney Buxton.*

872. May I put the converse of what you have said, that your idea is that the employer should go to his men and say, "Unless you agree that I should pay you a lower rate than that generally accepted as current and paid for ordinary work here, there is no chance of getting a Government contract." Do you think, in the first place, that it would be a practicable proposal to make to the men. Would they be likely to accept it at all under any conditions?—I think that is more a question for the men than it is for me, whether they would rather be employed at lower rates than not at all.

873. Assuming they accept the proposal, and they accept the lower rate, and that they then get a contract, would not the tendency be then for the contractor on the Clyde, for instance, to go to his men and say, "We used to pay less than the Thames men; they have now agreed to accept your rate, and they have got a contract which you otherwise would have got; therefore you must have your wages reduced, or you will not get a Government contract." Would not that be so?—Well, I do not think it would have that tendency at all. I should say that that is a bargain between the masters and the men, and that the Admiralty should not interfere with a bargain of that sort.

874. Then the result would be that if the men on the Clyde accepted that rate, the rate on the Thames would have to come down again in order to compete with the Clyde?—I think only experience would prove whether that would be the result. Theoretically, we may try and reason it out on these lines, but I should say that only practice would prove that such would be the case. I am doubtful that that would be the result.

875. Surely your suggestion on the other side was also a theory, and practice only would prove whether the men on the Clyde would insist on having Thames rates of wages if the Government were to take into account the rate of wages?—Yes; but that is not my idea at all. You asked me, and I think this question arose out of an earlier question: "why were those words deleted?" I gave as a reason my opinion, in accordance with the opinions expressed by many who had studied the question very closely, that those words being inserted did affect very seriously, in some districts, the possibilities of their getting work; and in answer to that question I said that I considered that there was no harm in deleting those words, because it afforded both masters and men an opportunity, at any rate, of considering whether they should or should not adjust the wages in such a reasonable way, not to make them sweating wages by any means, but to adjust them, in a reasonable way, so that they might be successful in getting some of the Government work.

876. The general principle of the Resolution would be that the wages current in the district should be paid?—Yes, but I take that to mean to a large extent, "as may be mutually arranged between master and men." I am speaking now with regard to the special industry that I know something about, that is, the shipbuilding and marine engineering business.

877. You do think that the effect of the deletion of those words would be that the general average rate of wages would be reduced?—I do not, indeed.

878. Surely you said so; that the general average rate of wages in those trades would be reduced?—You mean in London.

879. Well, that is the general average rate?—When you say the general average rate of wages, I take that to mean all over the country.

880. Certainly, I take it to mean all over the country?—Yes, but I do not admit that the deletion of the words would have that effect.

881. But, surely, I understood you to say that the result of this would be that the rate of wages in London in these particular cases would be reduced?—I did not use the words "reduced," I think. I said that it was a matter for adjustment between masters and men.

882. And the only way they could be adjusted would be by being reduced?—In order to be successful in getting contracts, apparently.

883. And that would reduce the average rate of wages?—In London.

884. That is part of the average?—In that district, in London.

885. The average rate of wages, taking the country throughout, is also partly influenced by the London average rate?—No. I should rather confine myself to the point that it would affect the wages only of that particular district.

886. Has

Chairman.

886. Has any order been placed in London since these words have been taken out?—Not for large ships.

887. It has had no effect up to the present moment?—Up to the present moment it has not had the desired effect, I am afraid, because I am quite sure the Admiralty would be extremely pleased if they could place an order here.

Mr. *Sydney Buxton.*

888. Have there been contracts put out since?—Yes, there have been some. Since those words

Mr. *Sydney Buxton*—continued.

were deleted, other contracts have been placed, and the Thames Company have had an opportunity of tendering.

889. How do you account for the fact that it has not had the effect of their being able to tender?—I cannot tell you. I am not able to explain this at all.

Mr. *Maclean.*

890. Because there was no agreement with the men?—I do not know the details of that.

Tuesday, 23*rd June* 1896.

MEMBERS PRESENT:

Mr. Allison.
Mr. Banbury.
Mr. Buchanan.
Mr. Sydney Buxton.
Mr. Davitt.
Sir Charles Dilke.
Sir Arthur Forwood.
Mr. Maclean.
Mr. Walter Morrison.
Sir Matthew White Ridley.
Mr. Parker Smith.
Mr. Powell-Williams.

SIR MATTHEW WHITE RIDLEY, IN THE CHAIR.

Mr. JAMES WILLIAMSON and Mr. TATHAM GWYN, re-called; and further Examined.

Mr. *Sydney Buxton.*

891. (To Mr. *Williamson.*) I WANT to ask one further question with regard to a point we touched upon at the last sitting, and that is this: have you any knowledge whether the insertion, or in your opinion, has the insertion of the Fair Wages Clause in Government Contracts adversely affected the Thames?—It is very difficult to prove it, but I cannot help thinking that it must have had some effect upon the tenders

892. Are you aware that the Thames Ironworks, which after all is the only large shipbuilding firm there now, pride themselves upon the fact that they have paid for many years past the current rate of the district?—Yes, I have heard so.

893. Therefore, whether the Fair Wage Clause was inserted or not in their contracts, they would nevertheless be paying the same rate?—Yes, I should think so.

894. Therefore, as regards their contracts, at all events the Fair Wage Clause has presumably not affected the question whether they have been able to tender satisfactorily or not?—In answer to that question, I am not in a position to say definitely whether or not it has influenced their wages. Of late years, wages have been higher than they were in former years when they were able to successfully compete.

895. The current rate was higher?—Yes. I am not sure whether they have been called upon in late years to pay a higher rate of wages than they did, we will say, when the "Grafton" was built.

896. That is to say, they acknowledged the current rate?—I understand so.

897. They pay on the same basis as before; that is to say, they declare they do pay the current rate of wages; so that Fair Wages Clause, or no Fair Wages Clause, they would be paying the current rate, even though it was higher than some years ago?—The difficulty is in the word "current"; it is difficult to put a meaning upon what is the "current rate."

898. Does it mean the recognised rate, the rate generally paid by all fair employers?—That would vary, and has been proved to vary even in this district. If you take London as a district, as a whole, it varies considerably in some parts. I do not mean the ship-building rates, because, as you say, the Thames Ironworks are, I will not say the only firm, but certainly one of the two largest firms.

Mr. *Sydney Buxton*—continued.

899. What is the name of the other firm?—Messrs. Green.

900. Messrs. Green do repairs and small ships, but would you say that they would be able to build a first-class ship?—Yes, they are able to build ships; in fact, they are on the Admiralty list for ships up to 5,000 tons.

Sir *Charles Dilke.*

901. The same principle would apply to small ships also, would it not; I mean the principle as to the current rate and the difference between London and other parts of the country?—Yes.

902. It would apply to torpedo boats, too?—Yes.

903. You get a good many torpedo boats from the neighbourhood of London, do you not?—Yes.

Mr. *Sydney Buxton.*

904. Now I will pass to another point?—Before you pass from that point altogether, perhaps I might refer to a question you put to me on the last occasion as to which I could not speak very positively; namely, whether the Thames Company have ever been offered a ship at a lower price than their tender. I find there was one instance, and only one, so far as I am able to trace, where they were asked if they would accept two ships at a somewhat lower price than their tender price.

905. At what date was that?—It was in September 1889.

906. What was the result?—The result was that, after considering the matter, they declined to accept the terms offered by the Admiralty; but

Mr. *Sydney Buxton*—continued.

but subsequently one ship was ordered of the firm at their original tender price.

Mr. *Maclean.*

907. That was before the Resolution came into force?—Yes. But, as I was asked whether they had ever been offered a ship below their tender price, I just wanted to inform the Committee upon that point.

Mr. *Sydney Buxton.*

908. Now as regards your general system of administration of the Fair Wages Resolution; how long have you been in your present position of Director of Dockyards?—I have been in my present position five years and a-half.

909. Your period of office has covered the whole period since the Resolution was adopted?—Practically.

910. Have a considerable number of complaints come to you that the Resolution has failed to be properly worked?—No, I think not; they have been singularly few on the whole. I think there are not more than 18 cases over the whole time. I speak for the Ship-building and Marine Engineering Department only.

911. Is your system of administration in regard to this matter, the same as that adopted by the Director of Navy Contracts?—I think I may say it is precisely the same with this exception, that the contracts in the Director of Navy Contracts Department contain the words "In the district where the work is carried out."

912. Up to the time of the deletion of those words, you were practically administered on the same lines?—We were working on the same lines.

913. I understood you to say that you had not had many complaints, in your experience, in regard to the way in which it is worked?—No, we have had very few.

914. Supposing you have complaints, what steps do you take to inquire into the complaints. Assuming you have a complaint from the trade union that a particular contractor is not paying a recognised rate under a Government contract, what is your first step?—When we receive a complaint in writing from a trade union, or from any representative of the workmen, we would send the letter to the contractor interested in the question and ask him for an explanation.

915. When you say "we receive it," do you mean it would come to you direct?—No, it would come to me from the Secretary of the Admiralty.

916. But I want to know the first step; supposing a complaint is made, whom does that complaint go to in the first instance?—If it were an engineering question it would be marked to the Engineer-in-Chief and myself.

917. By the Secretary of the Admiralty?—By the Secretary of the Admiralty.

918. Then it comes to you, and then what do you do?—We would suggest, as I have just now mentioned, that it should be referred to the contractors, whoever they may be, for their observation and any remarks they may have to make upon it.

919. When you say "we," do you mean that would be done by you personally?—Not by me personally.

Mr. *Sydney Buxton*—continued.

920. You say it is referred to you by the Secretary of the Admiralty?—Yes.

921. Then you say something is done by you; by whom do you mean: do you mean by yourself, individually?—Not by me individually. We recommend to their Lordships, the Board, that this communication shall be sent to the contractors. If they agree to that proposal it is carried out.

922. It goes from you to the Board?—Yes.

923. Then it comes back from the Board to you?—It comes back after the Board's orders have been executed by the Secretary; it is sent to any of the executive officers to whom it may have been referred, to note the action taken.

924. After you have noted it what happens?—After we have noted the action that has been approved by the Board, and executed by the Secretary, we await the reply from the contractor.

925. Up to the point we have now arrived at, I am not quite clear what the system is, I understand the complaint goes to the Secretary of the Admiralty, and the Secretary of the Admiralty refers it to Mr. Williamson?—Yes.

926. Then Mr. Williamson refers it to the Admiralty Board?—Quite so.

927. The Admiralty Board then say what further steps are to be taken in the matter?—Quite so.

928. They refer it to the Secretary of the Admiralty, or give him instructions?—That is so.

929. Then does he refer it back to you?—No; he would act upon their Lordship's decision, and then it comes back to me after the action has been taken by the Secretary upon this decision, simply for information and for me to note.

930. What becomes of it when it gets for the second time into the hands of the Secretary to the Admiralty?—He would retain it until he gets the answer from the contractor.

931. He communicates with the contractor?—Yes.

932. He writes to the contractor and the contractor writes back?—Yes.

933. What is the next step?—The next step would be to compare the statements made by the two sides, the complainants and the contractors.

934. Who does that, the Secretary of the Admiralty?—No, it would be referred to the professional officers, being a professional question, and to the Engineer-in-Chief.

935. Then we get as far as this: the contractor having answered, and the matter being in dispute, the Secretary of the Admiralty then refers it to you to note, and, I presume, to take further action?—Yes, it is referred to us for report. You are now, I presume, speaking of the contractors' replies?

936. Yes, then we have got as far as this; I understand, after six steps we have arrived at the fact that the contractor has answered the men's complaint in writing?—Yes.

937. That is referred to you?—Yes.

938. What is the next step?—The next step would be to compare the statements made by the two

Mr. *Sydney Buxton*—continued.

two sides, and to arrive at some conclusion as to the reasonableness of the complaint lodged by the men.

939. Is that done by you?—In the first instance.

940. What do you mean by "in the first instance"?—I mean to say, the final decision does not rest with me.

941. That is to say, you make inquiry?—We make inquiry.

942. And you report it back to the Secretary of the Admiralty?—I report it back through the Controller of the Navy, to whom I am responsible, and then the Controller makes his remarks upon the paper, and it goes for the Board's decision.

943. Then I take it, as between you and the Secretary of the Admiralty, when it has been referred to him a second time, he does not communicate with you direct, but communicates through the Controller?—Yes, through the Controller.

944. So that there is a further step between you and the Secretary?—Yes.

945. Then, having made inquiry, you send a written report?—Yes.

946. That goes to the Controller, who makes his own comments upon it?—Yes.

947. Does he make any independent inquiry himself?—No, I think not as a rule.

948. The Controller makes his comment upon your report and sends it back to the Secretary of the Admiralty?—Yes.

949. What becomes of it then?—The Secretary would mark it to, perhaps, the Civil Lord of the Admiralty, to the Financial Secretary, and, finally, to the First Lord of the Admiralty.

950. Do you mean that it goes first to the Civil Lord, then to the Financial Secretary, and then to the First Lord?—Yes.

951. Having got it, after these somewhat prolonged proceedings, into the hands of the First Lord, what happens then?—He gives his decision on the whole question.

Mr. *Powell-Williams.*

952. Do you mean to say that every case necessarily goes to the First Lord?—Every case may not. There have been very few, only about 17 or 18 cases in the year, and I think they have been almost invariably referred to the First Lord.

953. At the preliminary stages you have not been able to come to a settlement?—It is not so much that we had not been able to come to any decision, but it is in order that the Board should be fully cognisant of the question that is before them.

954. If you came in the earlier stages to a state of things which led you to believe, and the Financial Secretary to the Admiralty to believe, that there was nothing in the complaint, would it be necessary to go to the First Lord?—I think it has almost invariably been marked by the First Lord.

Mr. *Sydney Buxton.*

955. Assuming a case in which you have come to a decision and made your report, and it has gone through these different stages, I want to know what you yourself do in regard to your inquiry. I take it you are the administrative officer who practically makes the inquiry for the First Lord, and really arrives at the conclusions in regard to the matter?—Yes, I have on several occasions occupied that position.

956. I may call all these other preliminary stages more or less red tape?—I would rather leave that to the honourable gentleman to say.

957. Or we may call them more or less ornamental stages?—I think they may be scarcely considered ornamental.

958. Are they useful?—I think so, certainly.

959. We may call them departmental stages?—Yes, I think that is a fair way of putting it.

960. Now, coming to what you, as the person who really makes the inquiry, do; assuming the matter is still in dispute, and you have referred to you, after these preliminary stages, a letter from the trades union, making certain allegations, and the letter from the contractor, denying the allegations, what do you do next?—Then the representatives of the men are communicated with in writing, giving the contractor's version of the story.

961. Are they communicated with in writing, by you?—No, I have nothing to do with writing the letters to the public, all orders and all decisions arrived at by the Board of Admiralty have to be given effect to by the Permanent Secretary of the Admiralty.

962. Then there is this further letter to be written; the contractor, having denied the allegations of the men, the men have to be informed that he has denied them, and are asked for further information, if necessary?—Yes.

963. This letter is not written by you, but you report that the letter ought to be written to whom?—It may or may not be a recommendation of my own; it may be a proposal initiated by one of the Lords of the Admiralty, and concurred in by the First Lord.

964. Taking your own position for the moment, you recommend that a letter shall be written; whom do you recommend it to?—I recommend it to the Controller of the Navy.

965. And what does he do?—He puts his comment upon it, and it goes to the Board of Admiralty.

966. The third letter has to go through the same preliminaries as the first two letters?—That is so.

967. Then if the men write back and say they have no further information to give, what becomes of that letter; does it go through the same process?—It goes through the same form.

968. Then what happens supposing it is a deadlock, with an allegation on one side and a denial on the other; have you any personal communication with those who have made the complaint?—It is almost invariable that some decision has been come to by the Board; there has never been exactly a deadlock in any case, I think.

969. I do not mean a final deadlock, because only four letters have passed so far. But these four letters having passed, and matters being still in dispute, are the men seen, or are the contractors seen by anybody?—Not by myself; I have never had a personal interview with either

Mr. *Sydney Buxton*—continued.

either the contractors or the men, but the Board of Admiralty themselves have; that is to say, sometimes Lord Spencer, and very often Sir Ughtred Kay-Shuttleworth.

970. They have seen the men and the masters?—They have received the men and the masters, I do not mean together; I have never known them meet them together, but they have had several interviews with the masters on the subjects in dispute, and also with the men or their representatives; I do not mean to say the workmen themselves, but the representatives of the men.

971. Those who made the complaint?—Yes.

972. As regards your position in the matter, you do not consider it your duty to have personal communications either with the complainants or with those who deny the complaint?—No.

973. Then the First Lord of the Admiralty or the Financial Secretary having seen the men, and having heard both sides, the complaint on the one side, and denial on the other, I take it they do not decide the matter themselves at once, but they want further information?—In some cases that has been done, but in others again the Financial Secretary would initiate a Minute to the First Lord, based upon the result of the interviews with both sides, in that case it would be quite apart from me altogether; it would go direct to the First Lord for his decision.

974. From whom?—From the Financial Secretary.

975. Would the First Lord decide it without further communication with any department?—Yes.

976. Do you think that when these complaints arise they might be dealt with in a somewhat shorter or a more summary way than they are at present; do not answer the question if you would rather not?—It is a difficult question to answer, unless the honourable gentleman could indicate what "summary way" he would suggest.

Mr. *Powell-Williams.*

977. Taking the example of the War Office, where the complaint, whatever it is, is dealt with immediately, and in the first instance by the Director of Contracts, who conducts the inquiry right through up to the point at which he thinks it necessary to refer it to his superior officer, the Financial Secretary?—I quite follow the honourable Member, but my own impression is that it would be better that the permanent officials at the Admiralty should be left as free as possible from any absolute decision in cases of this kind.

978. In the case of the War Office the decision does not rest with the Director of Contracts, it rests with the Financial Secretary, subject to reference to the Secretary of State if necessary; but all the inquiries, as I understand, are originated by him up to the point at which he is able to make a recommendation upon the matter, or up to the point at which he thinks it necessary to confer with his superior officer?—Quite so.

Mr. *Sydney Buxton.*

979. Another suggestion which I would put to you is this, which Mr. Major, as representing the War Office, gave it as his opinion might be practicable, namely, where there is a case of dispute as to what the current rate is and whether the Resolution is being carried out, whether you could not call in the services and the knowledge of the Labour Department of the Board of Trade to deal with it?—That has been done very often indeed. The late Board consulted that Department on several occasions; in fact, one or two disputes have been settled upon by information supplied by them.

980. Then, as a matter of fact, you do already consult them largely?—Yes.

Mr. *Parker Smith.*

981. Meanwhile when all this is going on are you getting information from the officials upon the spot; do you refer questions of that sort to the various officials down in the shipbuilding yards?—Yes, we would do that if necessary; but as a matter of fact these complaints have been confined to one or two districts.

Mr. *Sydney Buxton.*

982. We have been dealing so far with the higher officials; but when you have a case in dispute, whom do you communicate with in order to get the information upon which you report through these different officers to the First Lord?—You mean the details of the information?

983. Upon what do you base your report?—I consider the statements made by both sides, and make my comments upon it, with any additional information it is possible or necessary to obtain, either from the Labour Department of the Board of Trade, to supplement my own information, or the information of the surveyor who happens to be on the spot.

984. You are making your comment simply upon a written document?—Yes.

985. In your opinion would it be an advantage or otherwise if you were empowered not only to have written documents, but to see both sides yourself, in order to make a better report?—Of course if the disputes were very very few, I should think that might be practicable, though it might not be desirable; but if it came to be a question of a large number of disputes, then I should say the higher officers of the Admiralty certainly could not tackle questions of that sort. These being questions of great delicacy, the decisions on which the principal officers would in that case be responsible for, they would not care to depute them to any of their subordinates to conduct such inquiries; and I should think under these circumstances it is quite conceivable that the higher officials might be employed upon scarcely anything else. I do not think that would answer.

986. I understood you to say that the complaints were very few?—That has been the case, but it is quite conceivable that they might increase in number.

987. Do you mean that they might increase in number if it was thought that the complaints were properly inquired into?—No; I will not put it in that way.

988. If they were personally inquired into?—No; I mean to say there is quite a possibility of these

Mr. *Sydney Buxton*—continued.

these cases increasing very considerably in number. Trade disputes will increase and become acute, from time to time, in different districts; and what I meant to convey was, that if such grave responsibility was thrown upon the higher officials of the Admiralty, I do not well see how it would be possible for them to carry on their ordinary business at all.

989. Assuming such disputes arise, and are frequent, you would say, would you not, that they ought to be inquired into?—Certainly.

990. Would you not consider the most satisfactory way of inquiring into a dispute was not to deal rather with written documents, especially as coming very often from somewhat uneducated men, but to see the persons concerned personally; I do not mean that they should be seen by yourself, but that they should be seen by somebody?—My experience of the men is, that they know very well how to put their case, they put it very clearly, and we have never had any difficulty in understanding it. Indeed, I think it is rather a good plan to get them to put in writing what their complaints are, so that there should be no difference of opinion after an attempt has been made to settle the point; and the practice of asking them to put their complaints in writing has answered very well so far as the Admiralty is concerned.

991. The position we got to just now was, that the complaints had been put in writing, the contractors had denied them, and there had been fresh allegations and fresh denials; under those circumstances would it not be better either that both sides should be brought personally together, or that both sides should be seen personally by someone?—I do not know that there is any very strong objection to bringing the parties together.

992. Assuming that was an advantage, who would be the natural person to do it?—I am really not prepared to answer the question.

993. You would rather not answer that question?—I would rather not answer that question.

994. Do you think that the fact of all these disputes having to go through so many hands lends to undue delay in settling the cases?—I do not think so.

995. Now, as regards your junior officer to whom you refer to obtain fuller information for your report, who is he?—If we were to have any statements made on either side, we should ask the overseer of the district. We are speaking now of contract works, and there is always an overseer on the spot. We should ask him to carefully investigate the facts as stated, and to furnish us with any other information that might be desired in order to arrive at a fair conclusion?

996. In writing?—In writing.

997. Do you remember the case of Penn about three years ago, the case of some pattern makers; if you would rather not go into it now I will take it later on. I want only to ask a general question, and not to go into the details of the case?—I remember the case.

998. Did not the Admiralty then, after going through these forms you have described, in the first place, acknowledge that the recognized rate of pattern making was 40*s.*, Messrs. Penn only paying at that time 38*s.* 9*d.*, and subsequently the Admiralty withdrew their demand upon Messrs. Penn; do you remember that case; if you would rather not go into the particulars of the case at present, I do not want to follow it further?—I am very anxious to assist the Committee with any information I have, I do not see any objection to answering the question at all, and am prepared to do so.

999. I think I will not go further into that case just now. I just wish to ask a question with regard to the point of the current rate. I take it that you, unlike the Office of Works, do not attempt in your contracts to require that the contractor shall state what he is proposing to pay as the current rate?—We do not do that; in fact, I may say generally, that is not done in regard to the Admiralty contracts.

1000. Throughout the whole of the work?—Yes, throughout the whole of the Admiralty work.

1001. Is that on principle; has it been considered whether the other alternative would be better?—Yes, I think it is on what is considered to be a fair principle. The general reason for not asking them to quote their rates is, to begin with, that we, in the Controller's Department, at all events, are dealing with trades such as shipbuilders and engineers, where the men are well-known to be paid fair wages. I mean it is generally recognised in those particular trades that very fair wages are paid, and in some branches of them even very high wages are paid.

1002. Assuming them to pay a fair rate, that is to say, I take it, you mean the recognized rate, what is the objection to their stating the minimum rate that they propose to pay in the contract?—I should say there would be very great objection to that; because, if you insisted upon their naming the rates of wages, you would be bound, as it seems to me, in the event of the men insisting upon having still higher wages, although the wages being paid may be very fair wages, to indemnify the masters against any loss they may sustain by reason of the higher wages than the rates scheduled; and if that were were the case, I do not see how it is to end at all.

1003. Do you think it would be unfair, in the case of a Government contract, if the employer, having taken it under the impression that he was going to pay one rate of wages, and the general rate of wages having risen in the district, he should be indemnified for that loss?—I think it would be a very dangerous principle to admit, in the interest of the public service.

1004. Why?—Because, as I conceive, it would be sure to lead to transactions which would be anything but creditable; that is my opinion about it.

1005. In your opinion it would be inexpedient; do you think it would be difficult to insist that contractors in these trades should state in the contract the minimum wage they propose to pay?—I certainly think it would be very difficult indeed.

1006. Difficult for them?—It would be difficult for them, and difficult for us to judge as between the trades.

1007. Are not the rates practically recognised in most of these cases?—We look upon a rate as being recognised, I think, when the masters and men mutually agree to carry through certain contracts under the rate. When the men are willing

Mr. *Sydney Buxton*—continued.

willing to work at, and the masters are willing to pay a certain rate, we do not consider anything further, unless we get a complaint from one side or the other. Of course, that one side would invariably be from the men.

1008. That being so, I cannot see why, the masters and men recognising and knowing the rate, you say it would be impossible that the contractor should state the rate he proposes to pay, just as he does in some other departments? —I think it would be impossible to go into so many details as would be absolutely necessary; it would be giving an unnecessary amount of labour, and looking to the complexity of the different jobs in ships' hulls and machinery, it would be almost impracticable, I think.

1009. Do you mean for the masters to state what they propose to pay?—Yes; there would be such an enormous mass of details in connection with so many trades. It is not like the building trade. In the case of the Admiralty you would have 17, 18, or 20 different trades, and many of them are paid varying rates of wages.

1010. You would differentiate your contracts from those, for instance, of the War Office and the Office of Works?—Yes; I do not think the system would work with us at all.

1011. I take it that you would consider, in complaints made to you, that the spirit as well as the letter of the Resolution ought to be carried out?—That is a very difficult question for me to answer. I think it is a question more for the Board themselves to interpret the meaning of the House of Commons Resolution.

1012. You heard what I asked Mr. Major, did you not, with regard to the question of undue employment of women and boys. I do not know if you followed that?—Yes.

1013. What would your view be about a case of this sort in having to make a report to the Admiralty. Suppose you found that a particular contractor was at the time of accepting the contract, and had been before, employing a certain proportion of workmen upon his ordinary work, and then after accepting a Government contract under this Resolution, proceeds to supersede a certain proportion of the men at higher wages by women at lower wages, would you consider that a breach of the Resolution?—I should say that that question is not dealt with at all by the Resolution of the House of Commons.

1014. You would say it is not a breach of the spirit of the Resolution?—I think not.

1015. Would not the Admiralty, in accepting that man's contract as compared with the contract of another man, have assumed that he was going to employ the usual proportion of men and pay them the recognised rate?—I do not think the Admiralty have any right, under that Resolution, to make such a condition as the question implies.

1016. I am asking whether, when you accepted the contract in that particular case, it would not be the impression of the Admiralty that the contractor was going to employ the ordinary proportion of men as compared with women?—I do not see how we can go into a case where a contractor re-adjusts his business for some reasons of his own.

1017. I did not ask that; what I ask is this: When you place a contract, are you not under the general impression that the contractor is going to employ a certain proportion of men to women, as his competitors are likely to do?—I do not think so. We form no opinion about that at all.

1018. You form no opinion?—We have never inquired into the proportion of boys and women and men in making a contract with a firm.

1019. I do not want you to enquire into that; but what I mean is this: take the case of two contractors competing for a contract; the ordinary system of the trade is to employ a certain number of men to a certain number of women; the basis upon which you would accept the contract would be that the contractor would invariably carry out the ordinary conditions of the trade, would it not?—I do not think that falls within the spirit of the Resolution at all, at all events, I do not think that the Admiralty would take that view of it.

1020. You do not in your contracts introduce the condition that there shall be no preference shown to unionists or non-unionists under Government contracts?—No.

1021. Have you had any instructions from the Treasury as regards that point?—Not as regards that point.

1022. That is to say, they have not come to you?—There have been no instructions issued by the Admiralty.

1023. I am referring to instructions issued by the Treasury?—I have not seen them.

1024. They have not reached you yet, at all events?—No.

1025. Perhaps the letter will come later?—It is possible.

1026. You have no penalties in your contracts as regards a breach of the Resolution?—The only penalty is the one which I have described as being contained in the circular letter. I think I mentioned it in the earlier part of my evidence, that unless contractors faithfully carry out the intention of the Resolution of the House of Commons their Lordships will have to consider the question of removing them from the Government list of contractors.

1027. Supposing it was proved that they had committed a breach of the Resolution during the time the contract was running, would you terminate the contract?—I do not think we should go so far as to terminate the contract; but I should say the probability is, that if it was a serious breach, in the first instance they would receive a warning that such a thing would not be tolerated, and, if they persevered, the probability is that their Lordships would consider the propriety of deleting their names from the list of Admiralty contractors, by which they would not be entitled to tender in future.

1028. But with the current contract nothing would be done?—I would not say nothing would be done. It is quite possible, if there was a breach, the Admiralty would at once endeavour to induce them, even upon that contract, to act fairly up to the Resolution of the House of Commons.

1029. But supposing that they declined to do so for some reason?—Such a case has really never occurred. If they declined in some cases, I could conceive it would be a very serious thing for

Mr. *Sydney Buxton*—continued.

for the country itself to remove the contractor's name from the Admiralty list, for there are so few firms who are able to build, say, a first-class battleship, that it would be a very heavy penalty, and it would react in a very serious way against the country itself in a case of emergency. I would only instance the case of armour plating. We have never had any complaint as to these makers, and, therefore, I have less difficulty in referring to that particular industry. That is an industry in the hands of, perhaps, three or four eminent firms in the country, and if we attempted to delete one firm from the list of contractors we should cut off fully a fourth of our supply, which would be a very serious thing. I mention that to show the difficulty in even carrying out what the Admiralty say they would propose to do under certain circumstances.

1030. Under these circumstances, would it not possibly be well if there was some minor penalty which could be enforced in case of persistent breach?—I could not recommend the adoption of such a course. The probability is, many of these firms would not submit to such a condition.

1031. As a matter of fact, you have never removed a name?—No, we have not, in the Controller's Department. (Mr. *Gwyn.*) We have done so in one case, that of a baker.

1032. (To Mr. *Williamson.*) You are speaking, I presume, of the larger contracts?—I am speaking of the Controller's contracts.

1033. You never have removed a name?—No.

1034. You never would wish to remove a name?—Certainly we do not wish to do so, because that would imply that there was some serious breach of the Resolution.

1035. But where you have found that there has been a breach, do you bring it to the notice of the contractor, and have you found him willing to remedy it?—We have; the dealings have been extremely fair on both sides.

1036. Fair and friendly?—Yes.

1037. Have you found that your contractors as such object to the insertion of the fair wages principle?—No, I must say I have never heard a contractor complain about it.

1038. On the whole, your experience of the wording of the Resolution is that it has worked satisfactorily, as I understand, and that where disputes have occurred they have been mostly settled on amicable terms?—I think so.

Sir *Charles Dilke.*

1039. When you say that no contracts for ironclads have been given to the Thames for a long time, in consequence of the high rate of wages on the Thames, how do you explain the fact you mentioned, that the contracts for torpedo and small ships are very largely given in the neighbourhood of London, though probably there is the same difference of wages?—I should say that the wages in the neighbourhood referred to would be fully equal to those on the lower reaches of the Thames.

1040. How is it that there is this difference in regard to ironclads only?—The only explanation that I can offer now is, that it is only of recent date that contractors in the provinces have undertaken to build torpedo boats, and being such ticklish things to build, they have asked in their

Sir *Charles Dilke*—continued.

tenders for very high prices. I think during the last two or three months there has been a slight reaction in the opposite direction; that is to say, we have had to pass over in one particular instance some firms on the river here, their prices being relatively high; as to whom it is only fair to say they are so full of work that they would not be very anxious, perhaps, to get contracts just now.

1041. You spoke of the great difficulty of striking firms off the list of contractors for your big contracts because there are so very few firms that can tender for these special works, such as ironclad work or armour plates?—That is so.

1042. That would be an argument, would it not, in favour of placing your contracts, even at slightly different rates, in so many different places?—Yes; you mean to create a larger number of capable firms.

1043. It would be an argument, so far as it goes, in favour of trying to get tenders from the Thames?—You mean to say with a view to encourage the building of ships in as many places as possible.

1044. Yes?—But if you once admit the principle my difficulty with regard to that is, that I do not see how you are going to limit it to wages.

1045. On the contrary principle, you might find yourselves driven to build all your ironclads at one place, the cheapest place?—I think possibly, in an emergency, such a course as is suggested may be justifiable, but not in the ordinary course of business.

1046. Unless you give your orders at all times, you are not sure to find these yards when you want them in cases of emergency; how are they going to keep skilled workmen there?—It is quite possible a difficulty of that kind might arise.

1047. Failing your Admiralty orders to the Thames for all this long time, how have the skilled workmen been kept together for this ironclad work; for instance, when the Thames recently built the Japanese ironclad, did they bring men in from elsewhere, or had they the men there?—I am old enough to remember when the Thames was a very flourishing shipbuilding centre, and it had an enormous population in connection with shipbuilding and repairing. It is perfectly clear to my mind that those numbers have been gradually reduced by the men migrating to more busy centres, and it has left a moderate number here, of which the Thames yards avail themselves when they get a contract.

1048. Have you anything at all to do with the direct employment of men for wages; that does not come under you in any way, I presume?—Not with contract work.

1049. I mean outside contract work?—Not outside contract work. I have nothing to do with engaging the men.

1050. Have you anything to do with the rates paid?—No.

1051. You would have no knowledge with regard to that?—I have knowledge in this sense. I was 27 years in private trade myself.

1052. But I meant at the Admiralty?—No, I do not influence it in any way, neither do I decide, except in the very few cases I have mentioned, in a general way, to Mr. Sydney Buxton.

1053. The only other subject I wish to ask any

Sir *Charles Dilke*—continued.

any question upon is quite a separate one, namely, the publication of a list of the principal contracts; has your attention been called to the suggestion that Government contracts should be published, not the details of the contracts, but a list of them?—Yes; I think that might lead to difficulty so far as shipbuilding is concerned.

1054. At present, however, in the Admiralty you actually publish your own contracts, do you not?—We simply publish a list of the names of the contractors for certain things. There are no prices or anything of that sort.

1055. The proposal made, as I understand, by the Treasury (to which they saw no objection themselves, and to which they stated in the House the Admiralty and the War Office saw some objection) was a proposal for the annual publication of the contracts (that is to say, the names of the firms) in the preceding year, where the amounts were over 500*l.*?—Yes.

1056. Do you see any objection to the publication of such a list?—That question bears more directly upon Mr. Gwyn's department, and no doubt he will explain what he does publish now. The Controller's Department do not publish any list.

1057. Will you first answer the question as to the difficulty you see in the way of publishing a mere list?—I think it would involve an enormous amount of labour.

1058. You must, of course, have some limit. If 500*l.* is too low, take 1,000*l.* as the limit of contracts which would appear in the list?—I do not say the thing is impracticable, and I do not know that there would be any serious objection, if you did not publish the prices of the contract. I do not see any objection to publishing the actual names of the contractors; but that is practically done so far as regards the larger contracts, such as ships and marine engines.

1059. Only by the Admiralty?—Only by the Admiralty. It is made public at once by the newspapers, it is common knowledge.

1060. But do you not post them up at the Admiralty?—No; we do not post up the larger contracts, but only the small ones.

1061. (To Mr. *Gwyn.*) Will you explain the system you follow in posting up the small contracts?—The posting of contracts has been confined always to the advertised contracts, contracts taken after public advertisement. In the spring of each year we advertise a certain number of selected things. I have got a list here which I will put in if the Committee desire it. After those contracts are placed, we simply post up the name of the accepted firm, that is to say, I see here, for instance, a contract for copper articles; we simply put, "Copper Articles—Accepted, Messrs. A, B, C, and D."

1062. That is simply what is done by Boards of Guardians, the Metropolitan Asylums Board, the London County Council, and many other public bodies?—Yes; but with no prices at all.

1063. It is simply a publication of the successful tenderers' names?—Yes; I believe it was done originally because the railway companies used to make frequent applications to know who had got these contracts, for the sake of getting

Sir *Charles Dilke*—continued.

the conveyance of the goods to the different dockyards. To save in great measure the correspondence that went on, it was proposed about 25 years ago that instead of writing letters in the office we should post the names up outside. But that has been strictly confined to advertised contracts and to the contract department.

1064. (To Mr. *Williamson.*) Can you say at all, roughly speaking, what is the number of contracts that come under you every year?—They vary very considerably in proportion to the money granted by Parliament for the programme of works to be carried out.

1065. It would not be a very long list, would it?—Not as regards the larger contracts.

1066. If you limited the smaller ones by a sum of say 500*l.*, as is suggested by the Treasury, or 1,000*l.*, that would not cover a long list either, would it?—So far as the Controller's Department is concerned, I do not know that it would be a very long list.

Mr. *Powell-Williams.*

1067. (To Mr. *Gwyn.*) Would you tell us where the list is put up?—It used to be, in the old buildings, outside the Director of Contracts door; but in the new buildings it is immediately inside the entrance to the Admiralty; there is a board there where the names are stuck up, and anybody coming to inquire is simply referred round the corner.

Mr. *Parker Smith.*

1068. (To Mr. *Williamson.*) Have you found any difficulty, in fact, in getting these questions in dispute settled with regard to the larger questions?—No, none at all.

1069. You had a long experience of contracts from the other side, as a builder, before you came to the Admiralty, had you not?—Yes.

1070. Did you ever do any Admiralty work as a builder?—Only some small work; during the Russian scare we built about 12 small steamers and engines in six weeks, and delivered them. We built tugs also.

1071. Of course there are a great many elements in the price of a ship, besides the wages of the men?—Quite so.

1072. There would be a great many things which would make one firm able to take a contract at a price, and make it pay, that would make another firm lose taking it at the same price?—Yes; it would depend upon the facilities they have for economically producing the work.

1073. Quite independent of the wages they happen to be giving?—Yes, according to difference of system of working.

1074. According to the system of the yard, and the amount that has been expended upon yard machinery?—Yes.

1075. And the way in which it has been brought down to date?—Quite so; all those things would influence the cost of production undoubtedly.

1076. Such things as the amount of space and the convenience of the site?—Yes.

1077. And, again, such questions as the amount of work that happens to be in the yard?—That would also influence it certainly. That is to say, if you have only one or two ships, the

Mr. *Parker Smith*—continued.

men do not work as industriously as when they see a large flow of work before them; there is a good deal in that.

1078. Then you have the distribution of charges; if you had much work in the yard the proportion of charges falling upon a particular work may be small?—Yes; that is to say, the larger the turn over the lighter the charges become upon each job that you turn out, of course.

1079. So that there are a great many elements in a contractor's mind when he is giving his price that you cannot know at the Admiralty?—It would be very difficult to appraise them, no doubt.

1080. Do you think it would be impossible for you to appraise them?—I think it would be next to impossible.

1081. A question has been raised specially as regards the work going on in the Thames; as to torpedo boats, I think you said that until lately it was practically the monopoly of particular firms on the Thames?—That is so.

1082. So that really there was no competition with the Thames?—No.

1083. So that that is a different question?—It stands on a different basis.

1084. We heard of foreign Governments going to the Thames for their ships; do you admit that foreign Governments demand better work than the Admiralty?—Certainly not.

1085. Or that they get better work?—I think Sir William White would not admit that, nor would I.

Sir *Charles Dilke.*

1086. The Japanese are a Government that are supposed to get good work, are they not?—Certainly.

Mr. *Parker Smith.*

1087. Speaking generally, it frequently happens with foreign Governments that there are a good many other considerations than mere lowness of price governing the selection of the ironclads?—Yes.

1088. There are such things as financial considerations, which do not apply in the case of the Admiralty?—That is quite true.

1089. As to the question of distributing work to the different parts of the country, of course you wish to have a variety of sources of supply open to you?—Quite so.

1090. If the difference of price is pretty trifling, you go on the principle of keeping different sources employed?—If we can, certainly.

1091. But, I suppose, frequently the differences are very large?—Yes, very considerable in some cases.

1092. Can you give us any idea of what it would be; take the case of battle-ships, what would you expect to find the differences as between the various tenders?—Something enormous; from about 6 to 75 per cent. I was looking over some contracts the other evening, and I found that was the case.

Sir *Charles Dilke.*

1093. Do you mean the Japanese Government would be paying that amount more?—No; I am not speaking of individual firms. I understood Mr. Parker Smith to ask me how much the tenders varied, what was the range.

Sir *Charles Dilke*—continued.

1094. I suppose London would be the highest?—No, it is not at all the highest.

Mr. *Parker Smith.*

1095. Do you mean, supposing one firm sends in a tender for 600,000*l.*, you would not be surprised to find another tender 75 per cent. higher; that is, for 1,000,000*l.*?—The contract I looked at was rather a peculiar case. It was a good long list of people who were asked to tender. The conclusion I came to when I saw the figures was that the firm that named that high price never seriously intended or hoped to get the contract. But it is a very common thing to see a difference of as much as 33 per cent.

1096. Even in the case of firms that seriously wish to get the contract, you find, with such a large thing as first-class cruisers or big battle-ships, a very large and wide margin of difference?—Yes, very wide, On the other hand, I have seen cases where the three or four lowest tenders have been singularly close.

Sir *Charles Dilke.*

1097. What you have just said about London sounds different from the impression conveyed by the earlier part of your evidence; could you tell us what you have in your mind when you say that London is by no means the highest?—In this particular case?

1098. This was an exceptional case, I understand?—It was rather an exceptional case. I am prepared to say that London has been by no means the highest tenderer on several lists that I have looked over.

1099. For battle-ships?—For battle-ships.

Mr. *Parker Smith.*

1100. In distributing work, you take into account what a big commercial firm would do which required large supplies, and wanted to keep the different sources of supply open. Do you take into account political considerations at all?—No.

1101. When I say "you," I mean the Admiralty?—That is, perhaps, hardly a question for me to answer. I have no objection to say in a general way that politics are not imported in questions of that kind.

1102. I mean in the sense of giving contracts to certain districts?—I think I had better answer the question, because otherwise it may be considered that politics do enter into the matter. I have no hesitation in saying that they do not.

1103. I based the question on, I think, a statement of Mr. Goschen's. Mr. Goschen made a very definite statement to the same effect, did he not?—Speaking from memory, I understood him to say that if a certain thing took place politics would be imported in the decision. I have the letter here. I think you may take it that what he said was that if the Admiralty went on the principle of considering the varying rates, that is, making differences in contracts because of the different rates of wages, he thought it would lead to all kinds of abuses, such as the settlement of the case being affected, or

Mr. *Parker Smith*—continued.

or of its being thought to be affected, by political considerations. However, I should not like to misrepresent what Mr. Goschen did say. I have now found the letter, and should like to read a portion of it. It is an official letter, signed by Sir Evan Macgregor, dated the 8th of January 1896. It was addressed to S. A. Lewis, Esq., Clerk to the Board of Guardians of the Stepney Union. It runs: "Subject to some few obvious conditions, such as the capacity of the firms who tender to execute the work up to the required standard, and to deliver it within a fixed time, the acceptance of tenders must be determined by the prices which shipbuilding or engineering firms may insert in their tenders. On any other system it would clearly be impossible to avoid partiality and favouritism, or to prevent the application of political or municipal pressure. Competition of various influences would take the place of the competition of price, not only depriving the taxpayers of the necessary security for their just claims being considered, but exposing the administration itself, as well as the officers of the Department, to charges, if not to the actual temptation of political or other corruption."

Sir *Charles Dilke.*

1104. But of course there are other considerations besides those which have been glanced at in your evidence, namely, the wisdom of having many sources of supply?—Yes.

1105. And there might be military reasons, such as the easiness of the protection of certain ports or rivers?—I think, if you will pardon me, that that is rather a question for someone who holds a more responsible position than I do to answer.

1106. Even by your own evidence that letter does not appear to be an exhaustive statement of all the reasons?—No. I apprehend this is merely to illustrate what Mr. Goschen had in his mind; I do not think it is intended to exhaust his reasons.

Mr. *Sydney Buxton.*

1107. You stated in your evidence, did you not, that in certain cases ships were offered to contractors, not at the lowest tender, but above the lowest tender, in order that they should be distributed?—I do not think I quite said that.

1108. What did you say?—What I intended to convey was this: that in order to distribute the work as much as possible the contractors were offered prices which would correspond with the lowest tender, that is to say, somewhat less than they had tendered themselves.

1109. But, as I understand you above, not necessarily as low as the lowest tender?—Taking the lowest tender.

Mr. *Parker Smith.*

1110. To take an illustration you have already referred to, take the case of torpedo boats; a while ago you say they were the monopoly of the Thames?—Yes.

1111. The Admiralty might very well think it expedient that other firms in other parts of the country should be able to build torpedo boats also?—Yes.

1112. They might have felt justified in giving them their first orders at a price rather above what the Thames tendered. I do not know whether they have done so?—No, I do not think that has been done.

1113. Would the Admiralty feel justified in doing a thing of that sort?—I think that really is a question of policy which I do not think I should be justified in attempting to answer.

1114. Then the question was also raised by Mr. Sydney Buxton as to such a thing as the employment of additional women enabling the contractor to keep down his price?—Yes.

1115. Is your answer to that that you only look to the price that the contractor gives, and cannot go behind that?—We cannot go behind that. Whatever labour he may employ all that the Resolution tells us to do, as I think (and I think I may say the Board hold that view too), is to see that the wages paid to all employés are fair and reasonable; that they are not "sweating" wages.

1116. As to the quality of the work, you have your own inspectors of course?—As to the quality of the work the professional officers of the Admiralty are directly responsible that good work is obtained.

1117. But as regards the case that Mr. Sydney Buxton gave you as to the employment of extra women, would you regard that as any different from the employment of labour-saving machinery which enabled the articles to be put out cheaper?—Of course there would be a certain limit to that. For instance, if they were to import women into the shipbuilding industry, I think the probability is we should like to see some of the work that they performed before we accepted it.

1118. You would want to see that it was of good quality?—Yes.

Mr. *Sydney Buxton.*

1119. Supposing the contractor did so after he had accepted the contract, would you take any steps?—I think very likely we should.

1120. But simply because of the quality of the work, and not because of the rate of wages?—Yes; not under the Resolution of the House. I do not think we should move at all in connection with the Resolution of the House. Quite apart from the Resolution, the importation of women labour into shipbuilding would be such an innovation that we should certainly want to be satisfied that the work of those women would stand scrutiny and be equal to the ordinary standard of work which we expect to get in Government work.

Mr. *Parker Smith.*

1121. It is hardly likely, for instance, that you would find women coming into "the block squad" with satisfaction. Or, to take another case, that of these new water tube boilers, for instance, supposing machinery was introduced which enabled those boilers to be made very much more cheaply than previously, would you regard that as any business of yours?—No, certainly not.

1122. The

Mr. *Parker Smith*—continued.

1122. The price being fixed, the contractor carries out the work as he best can?—The price being fixed, the contractor works it out in his own way, always provided he does nothing that would constitute a breach of the Resolution.

Mr. *Michael Davitt.*

1123. In placing tenders for building war vessels, you place Messrs. Harland and Wolff in Belfast on a footing of equality with other firms?—Certainly.

1124. You do not discriminate against a firm because it is an Irish firm?—Certainly not.

1125. Have they done much work for the Navy?—Yes, they have done off and on a good deal of work.

1126. You have found their work eminently satisfactory?—Most satisfactory.

1127. You have very little dockyard work done in Ireland, I think?—There is very little dockyard work; there is one dockyard there.

1128. At Haulbowline?—Yes.

1129. In the matter of repairing war vessels, I believe that they have not the necessary equipment in Haulbowline for repairing ordinary war vessels?—Not at present; but a Committee has considered the question of Haulbowline within the last few months, and we are gradually carrying out as quickly as possible their recommendations; that is to say, to make Haulbowline fit for service in the event of emergency, and for small repairs in ordinary times.

1130. By-and-bye, in consequence of what is about to be done, there will be the necessary equipment and machinery for doing more repairs there than have been done in the past?—Yes.

1131. Did I understand you aright to say that one reason why the Thames Ship-building Company could not compete with larger companies was on account of the excessive value of the land in London?—I think I put it in a general way, that the comparatively high wages was not the only difficulty in the way of the Thames; and I instanced the value of land, the fact of the raw material having to be brought from a long distance, and the extra handling in consequence. All this must necessarily make it difficult for the Thames to compete; and my argument was, that if you made a difference on account of wages, I could not see how you could logically resist making similar concessions on these and other points which I named, in the near future. Of course, I understand that those who advocate the consideration of the differences in wages say, at the present moment, "We are quite content if some difference is made in the contract prices on account of the difference in the wages"; but if an allowance for differences in wages were ceded, most assuredly the other questions would have to be faced sooner or later, because the one thing would seem to me to logically follow the other.

1132. Among other reasons, the excessive ground-rents, for instance, paid for the workshops and for offices in the City, would tend against a Thames ship-building firm; its expenses would be heavier than where ground-rents and land were less valuable?—I think, speaking generally, that is so.

1133. In connection with the complaints by working men as to wages, are there any instances in the matter of contracts in which your Department has taken the trade union rate of wages as the current rate for the place where the contract had to be carried out?—We should not necessarily take the trades union rate. I do not think we should be guided absolutely by that. We should make full inquiries, and ascertain what the rates were generally in the district.

Mr. *Michael Davitt*—continued.

1134. In making those inquiries would you ask the local trades union what its view would be, as to what should be the current rate of wages?—No, I do not think we should do that. I think we should rather ask the Labour Department of the Board of Trade to get the fullest information for us.

1135. That is to say, you would go to the Labour Department of the Board of Trade rather than to an association of the employees?—I would not say that it is because we do not wish to go to an association of the employees; but we look to the Labour Department of the Board of Trade as having been founded in order to assist public Departments in obtaining reliable information as to the rates of wages, the hours of labour, and so on.

1136. Then if a trades unionist, in complaining of the current rate of wages said that they ought to be the trades union rate of wages, you would not agree with that view?—I do not think we should, for this reason: the House of Commons Resolution says nothing about the trades union rate of wages.

1137. It leaves it open?—It leaves it open. Of course, I am answering your questions always in the light of the House of Commons Resolution. I say that that Resolution says nothing about the trades union rate of wages; it says wages that shall be fair and just, not "sweating" wages. That seems to me to be the meaning and intention of the House of Commons Resolution.

Mr. *Powell-Williams.*

1138. If there were, say, 3,000 operatives in a town where you had placed a contract, 1,000 of them being trades unionists, who said that 9*d.* an hour was the proper rate, and 2,000 of them being non-unionists who said 6*d.* an hour was the proper rate, you would not necessarily accept the trades union rate as being the right one?—No, I think not in that case.

1139. If it was the other way round; supposing there were 2,000 trades unionists who said that the rate was 7*d.*, and 1,000 men who were willing to work at 6*d.*, should you then be disposed to think that the 7*d.* rate was the right rate?—I think we should very likely take the larger rate, unless there were other considerations, such as one set of workmen working under different conditions. At any rate, it would certainly be taken into consideration in saying what was fair or right.

1140. That is to say, the stion whether or not the trades union rate is the current rate would depend upon a variety of surrounding circumstances?—Quite so; it would be very difficult to put it in specific terms, as all the surrounding circumstances must be taken into account.

1141. Would

Mr. *Sydney Burton.*

1141. Would you endeavour to discover what the larger and so-called fairer employers were paying generally under the conditions mentioned by Mr. Powell-Williams?—Yes, certainly; we would get the fullest information.

1142. That you would take more or less as the recognised rate?—I think I would rather like that my answer should be a general one; namely, that we should take the whole of the circumstances into account.

Sir *Arthur Forwood.*

1143. Before you joined the Admiralty you were the head of a large shipbuilding concern on the Clyde, were you not?—I was a partner in a large firm on the Clyde.

1144. Before that you held a responsible position under Lloyds, and by that means came into contact with a large number of shipbuilding firms in the country?—That is so.

1145. So that you have had what I may call a unique knowledge as regards the shipbuilding industry in the country?—I have had very good opportunities at all events.

1146. Are you familiar with what I may term the genesis of this question as to which we are inquiring?—I have read the speeches in the debate in Hansard, in which it was introduced, supported, and passed in the House.

1147. It arose, did it not, out of an inquiry by the House of Lords into the sweating conditions of labour?—Personally, I am not aware of that; but it is borne out upon the face of the Resolution, because the words are "to make provision against the evils which have recently been disclosed before the House of Lords Sweating Committee."

1148. That inquiry had reference to the employment of the poor miserable class of unorganised labour at the East End of London, rather than to the better organised and better class of artizans in the shipbuilding trade?—The Resolution itself seems to imply that.

1149. The Shipbuilding Department, the Controller's Department in the Admiralty, select the firms to whom they shall entrust the building of ships; they do not advertise for tenders indiscriminately?—No.

1150. It is your duty, or that of the officers in your Department, when a builder applies to be put upon that list, to send a competent officer down to examine his works, and plant, and machinery?—That is so.

1151. And report to the Admiralty as to the class of ship he might be permitted to tender for?—Quite so.

1152. And, as a rule, a new firm is given a comparatively small class of ship in the first instance?—That is so.

1153. And as they prove their capability of doing the work, so the class of work increases?—That is so, if they do it satisfactorily.

1154. Then the practice is to have a list of those firms which have been so approved in the different ports of the country?—That is so.

1155. And you place on that list the name of every firm in the country that satisfies the professional officers that they have a yard and works fit to do the work?—Yard, works, and staff, fit to do the work.

Sir *Arthur Forwood*—continued.

1156. Then when the Admiralty have a vessel they contemplate laying down, they do not send particularly to each one of these firms that are entrusted to build; they select a list from that selected list?—They select the list of firms to be called upon for tenders from the selected list. Usually the selections are made upon the capabilities of the firm for the class of job to be done.

1157. If a firm has a fair quantity of Admiralty work already on hand, and the Admiralty desire to invite tenders for another vessel, they would probably leave that firm so engaged out of further competition?—Yes, I have known that to be done where the firm has been known to have an excessive amount of work on hand, or rather I mean such an amount as to keep them fully employed.

1158. So that gradually each firm on the Admiralty list has an opportunity some time or another of making an offer for the construction of vessels?—That is so.

1159. You have been asked questions as to the distribution of work, and as to offering to tenderers the construction of vessels at the price that may have been accepted for the lowest tender?—Yes.

1160. That has arisen on several occasions, has it not?—It has.

1161. If there were a considerable number of vessels to be built, and a firm tendered for more of those vessels than the Controller thought it was desirable to place in one hand, by reason of the time for completion and other circumstances, and the next tender, higher than theirs, had obtained none of the work, has it been the practice, on more occasions than one, to ask the firm next above whether they would like to take one or two vessels at the price of the lowest tender?—That is so.

1162. Now coming to the question of labour; you have pointed out that, beyond the questions of what may be regarded as the current rate of wages, there are many other circumstances in connection with the building of a ship to be considered?—Certainly.

1163. Assuming that the current rate of wages in two different ports were the same, does it follow that you would get at those two ports from the same number of men an equal quantity or quality of work?—No.

1164. Are you aware of a circumstance that occurred just after your joining the Admiralty, where the attention of the Admiralty was attracted to the extra cost of a vessel built at one dockyard over the cost of a sister ship built at another dockyard?—Yes.

1165. And that your predecessor made close inquiries into it?—Yes, I know the case.

1166. The rates of wages at all our dockyards are precisely the same, are they not?—Quite so.

1167. Are you aware that your predecessor found that the men had established amongst themselves at the dockyard in question a certain limit as to the number of rivets they would put in in a day?—Yes. I have known that done in a private firm also.

1168. Therefore you may be paying the same rate at one yard that you are at another, but, by reason

Sir *Arthur Forwood*—continued.

reason of the extra diligence of the men, you get more work done at one yard than you do at the other? — Yes, even at the same rate of wages.

1169. It was so marked in this case as to call the attention of the Admiralty to the matter, and an inquiry was held into it?—Quite so.

1170. If you have to consider the current rate of wages in giving a contract, how would you check such an incident as that?—I think it would be impracticable.

1171. It would be impossible?—Impossible.

1172. Then to take another circumstance; in Portsmouth Dockyard and also in Chatham they have built heavy ironclads in dry docks, have they not?—Yes.

1173. Are you aware that the saving in the building of an ironclad in dry dock compared with building it on the ways is something like 10,000*l.*?—It is about 10,000*l.*

1174. That is due to the difference of cost, for instance, in having to lower the material into the dock to be put on to the vessel, instead of raising it on to the stocks to be attached to the side, and so on?—Yes, and the cost of launching ways, and so on.

1175. Are you aware that some private builders in the country do build their heavy battleships in dry docks?—Yes, there is one especially, Messrs. Laird of Birkenhead.

1176. The wages at Birkenhead are pretty much the same, are they not, as the wages in London?—In some cases they are rather under, but they compare very closely.

1177. But Messrs. Laird, having the advantage of a dock in which to build the ship, by which they could save 10,000*l.*, would naturally be in a better position to make a reasonable offer than the Thames people, who have to build her up on the ways?—Yes, of course, that would all be against the Thames, certainly.

1178. That you would have to consider when you come to regard the current rate of wages?—Yes.

1179. Would you consider that you would have to give the Thames 10,000*l.* more on a ship because they had not this facility?—No.

1180. I see the cost of labour on an ironclad is 170,000*l.*?—Yes, on the hull, outside the engines.

1181. And the cost of materials, in round figures, is 250,000*l.*?—That is without armour, I presume?

1182. I have taken the figure from the Expense Account, which I will hand to you. I will take the "Magnificent," or any other ship that you like. I have the figures here before me. The cost for labour would be 215,000*l.* and materials 441,000*l.*?—Yes.

1183. If you gave a ship out to contract, and you had to consider whether the current rate of wages was paid, your attention would be naturally attracted to whether the current rate of wages was paid making up this 215,000*l.*?—Quite so.

1184. You have told us that the materials which are put together by the labour representing these wages of 215,000*l.* cost 441,000*l.*?—Yes.

1185. Do you consider you have to inquire as to whether the labour employed in manufacturing those materials has been paid at the current rate of wage or not?—We have not to inquire that; but if our attention was drawn to it by the workmen, and any complaints were made, we should then take the question up; but that is another of the difficulties of applying the Resolution.

1186. Then I understand this: that if the ironworkers in Staffordshire complained that the firm building that ship had bought iron from an ironworks which did not pay the current rate of wages, you would have to go behind the firm building the ship and go to the firm in Staffordshire and find out whether they were paying the current rate of wages?—That is so.

1187. And that iron or steel, of course, is made from ore that is quarried; would you have to go back to the quarry and see that the current rate is paid at the quarry?—Undoubtedly, if complaints were made. And the same with the coals. Supposing complaints were received from any of the workmen who made these materials of which the ships are constructed in the dockyard, we should certainly, under the Resolution, have to investigate the cause of complaint.

1188. Commencing in the coal mine or the quarry where the iron or steel came from?—Most undoubtedly.

1189. Now, as to the labour employed upon shipbuilding, though there is a rate of wage a large amount of it is done, is it not, on piece-work and on job and task-work?—Yes.

1190. The nominal day wage may be a standard, but it does not represent in any way the money earned by the men?—Certainly not; especially in the shipbuilding industry.

1191. I am wishing to keep entirely to the shipbuilding industry. At the dockyards you have a system of what you call job and task-work, have you not?—Yes.

1192. Will you just explain to the Committee what job and task-work is?—There are two systems of working: one is piece-work, and the other is what we call the job and task system. The scheme of prices for the piece-work is prepared in my department after a good deal of consideration, and upon it we find the men making fully 33 per cent. above their ordinary day pay on these rates. The task and job system is only now used in the yard when we are trying to frame reasonable rates, what I call the scheme of piece-work rates; that is to say, a man or a number of men are nominally put upon day work, and their work is measured, and then we get at the fair rate the men can earn upon working at ordinary day pay rates upon this scheme of prices.

1193. Then you put the men on to the general job; you keep a tally of their time occupied on that job and calculate the wages, and that is the standard on which you fix your price?—Yes; that is the way we initiate the piece-work scheme.

1194. That is the price for putting in a certain number of tons of materials into the ship that is to be built?—Either that or a certain number of plates. I may say that the tonnage system has disappeared.

1195. What have you in its place?—It is more assimilated now to the outside practice of so much per plate.

1196. Then having ascertained the number of hours that men on day pay would require to do a certain

Sir *Arthur Forwood*—continued.

a certain amount of work, you then, on that basis, put them on piece-work, and you find that the same men for the same work will earn some 33 per cent. more than they would on day-work?—Yes.

1197. Therefore there is an incentive to the men, when they become, as it were, sub-contractors, to work harder than they do on day-work?—That is so, clearly.

1198. Would that be a very material consideration in your mind in regard to determining what ought to be the price of a ship at one port or another port?—It would, undoubtedly; it would be a serious question.

1199. It would become another element of difficulty in attempting to regulate the question of wages between master and men?—It certainly would.

1200. Now engineers, I suppose, living in London, live in as great comfort and pay as high rent as a black squad plating a ship?—Yes, I should think they would, certainly.

1201. And, in comparison with the cost of living and their surroundings, the engineers would be at as great a proportionate expense in London as would the platers and those who put together the hull of the ship?—Yes.

1202. Is it not the fact that a very large proportion of the engines for the Navy are constructed by London firms?—Yes, that is so.

1203. And is it not the fact that they compete with northern firms for the making of those engines, and successfully compete in price?—They do, undoubtedly.

1204. Taking this year's estimates for sister ships, you are building the "Victorious," a first-class barbette ship; her engines are being built (I will not give the name of the firm here) at Newcastle?—Yes.

1205. The price of those engines is 85,424*l.*?—Yes.

1206. You are building a sister ship, the "Cæsar," with engines by a London firm?—Yes.

1207. The price for the same engines is 81,340*l.*?—Yes, that is so.

1208. Or, positively, you are giving more in that case to Newcastle for a set of engines than you are to a London firm?—That is so.

1209. And those prices were obtained on competition?—On competition, and they got their tender prices.

1210. They got their tender prices in each case?—In each case they got their tender prices.

1211. And they both have this clause in the contract, that they are both to pay the fair current rate of wages?—Yes, undoubtedly.

1212. Do you see any reason why, if a firm of engineers can compete under those circumstances for the engines, shipbuilding firms, properly equipped in every way, cannot compete for building ships; what is the difference?—Well, the natural inference is that there should be no difference, I think.

1213. If a firm in London offered to build a ship, and a firm at Hull or Glasgow offered to build a ship, and there was 5,000*l.* or 10,000*l.* difference between the firms, and you were asked to investigate the question as to whether the

Sir *Arthur Forwood*—continued.

difference in wages between the two places justified the paying of the higher price to the London firm, would it be accompanied by much difficulty?—I think it would be accompanied with very considerable difficulty.

1214. Would it be more or less a matter of opinion rather than fact?—I certainly think it would.

1215. And if it is a matter of opinion it at once places the Admiralty in the difficult position of having to exercise an invidious choice?—I think so; that is my opinion distinctly.

1216. Then you were asked the question, how would you keep skilled workmen in a place if they got no orders; for example, London. Is it not a fact that the artizans engaged in shipbuilding move from place to place according to the extent of work and employment to be found?—Yes, I think we may say that that is so generally.

1217. If you want to take on additional men at the dockyards, you have applications from men from all parts of the country?—From all parts of the country.

1218. Who are willing to come to you for the work?—Quite so.

1219. Therefore the nation would not lose the advantage of the skill of those workmen simply because the ships were not laid down at some one given port?—No, I do not think they would. I do not think the nation would lose the advantage of the skill of those men; certainly not.

1220. Assuming the same quantity of tonnage was being constructed all round the country?—Yes; and assuming that there was employment for the whole of them.

1221. So that, provided there is the same tonnage being constructed in the country, you would not lose the advantage of those skilled workmen, because if they were not employed at one place they would be employed at another?—That is so.

1222. You were asked, how came it that foreign governments were able to build on the Thames, and assumed to pay Thames prices; and the honourable Member opposite asked you if there were not financial considerations which did not naturally and properly apply to Admiralty work?—Yes.

1223. Do you know that shipbuilding firms are accustomed to send representatives to the governments of various foreign nations with the view of getting direct from those nations the construction of those vessels?—Yes, it is a common practice for members of the firm to visit these foreign countries with that object.

1224. And liberal commissions are paid and received for such work?—Well, my late firm have tendered very often to foreign firms, and we have always had to allow very considerable sums for commissions for various parties interested in the contracts. For foreign government ships I am not in a position to speak definitely, but, in making ordinary tenders for foreign merchant ships we have certainly had to do that.

1225. And a foreign government situated a good many thousand miles from Europe is not in the position of knowing who can bid, and obtaining the lowest prices that the Admiralty at

Sir *Arthur Forwood*—continued.

Whitehall are?—No. I think that the competition which the Admiralty at Whitehall introduce into the letting of their contracts has the effect of keeping prices moderate.

1226. Should I be right in saying that it is not altogether a question of price or quality of work that induces foreign governments to go from time to time to the Thames?—Well, I cannot really speak of individual firms like that; but I say in a general way that there is no doubt they do go to certain firms in the country and make their contracts, and the presumption is that there certainly is not the same amount of keen competition for these contracts as for Admiralty contracts.

1227. Now, you were asked some questions about the construction of torpedo boats. The Thames was the birthplace of the torpedo vessel?—Yes undoubtedly, in this country.

1228. And the two enterprising firms here have maintained their position ever since?—Yes. They have maintained the lead. That is what you mean?

1229. Yes. The Admiralty have been building a very large number of torpedo boats and torpedo boat destroyers in the last three or four years?—Yes.

1230. Far more than any one individual firm could, if desirable, undertake to build at the same time and give immediate delivery?—That is so.

1231. Therefore, would it be right to argue that because the Thames get a large number of torpedo boats, therefore, they might have been expected to have got more battleships. Are the circumstances at all analogous?—No, I do not think they are; for this reason: we were relying entirely on these pioneer builders of these particular boats, and we were practically in their hands, that is, there was no competition for some time.

1232. Then it was suggested, in a question to you, that you might advance the contract price of a vessel *pari passu* with an advance in wages?—Yes.

1233. If such a clause was in the contract, would there be any protection for the British public, the tax payers?—Not the slightest, in in my opinion.

1234. Then another question you were asked was, whether you would like to attach a schedule of wages to the contract. You would have to attach a schedule of work, and a scheme of prices to each part of the work as well, would you not?—Yes, and with the thousand and one parts of the ship it would be practically impossible.

1235. Then you have this difference in rates of pay between London and other ports, but you have also the difference of the rates of wages between one port and another; for example, between the Tyne and the Clyde, and between the Clyde and Belfast?—Yes, that is so.

1236. And in each and every tender that you received, if you were to have regard to the current rate of wages, and to allow one port a higher rate than another, on the basis of wages, you would have to examine each tender you received by the light of the wages payable at each one of the ports from which a tender was received?—Certainly; most undoubtedly.

1237. In one of your answers you told the Committee, as I understand it, that you find between yard and yard a considerable difference in regard to the plant and machinery they have for constructing ships?—Yes, certainly.

1238. And that one yard well equipped, by the aid of machinery, although paying the same rate of wages as another, might be able to produce their vessels more quickly and more cheaply than another yard with less efficient machinery?—That is undoubtedly the case.

1239. So that although you gave a yard in London the benefit of the current rate of wages, unless they equipped themselves up to the most efficient yard in the country they could not compete?—No, I do not think they could.

1240. May I ask you, as a practical man, whether the wages of a place like London are more or less regulated by reason of the large amount of repairing or dirty work done in the place?—Yes, that is so, no doubt, with regard to London and Liverpool especially. There is no doubt that the amount of repairing work carrying with it what is known as dirty money, the work being dirty, has had a tendency generally to raise the wages in both the districts of London and Liverpool.

1241. So that, although workmen in London may not get full employment on new work, there is a great amount of repairing work to the ships frequenting the port?—Yes, undoubtedly; not so much perhaps as in the old days of wooden ships; but, still, I think the numbers of men available for employment on shipbuilding in London and Liverpool are fewer now than formerly.

Mr. *Banbury.*

1242. You were asked by Mr. Sydney Buxton whether you objected to put in the rate of wages on the contract?—Yes.

1243. And you said that if you did that, the contractors would have to be indemnified should there be a rise in the rate of wages?—Yes.

1244. Mr. Sydney Buxton, as I understood him, asked why that should not be done?—Yes.

1245. Would not it be liable to have this effect? Supposing a contract was given with the rate of wages put in, and the understanding that, should there be a rise in the rate of wages, the Government would indemnify the contractor, would it not be an encouragement to the men to strike, in order to get a higher rate of wages, well knowing that they would not have to look to the contractor, but to the Government, and in that way obtain more wages from the British tax-payers than it is at all necessary to pay?—I think that that would undoubtedly be the effect, and it would be liable to lead to a great deal of abuse.

Mr. *Davitt.*

1246. Has any case of that kind ever occurred?—Not as far as the Admiralty are concerned.

1247. But

Mr. *Banbury.*

1247. But the Admiralty have never put the current rate of wages on the contract, and have never entered into an agreement with the contractor to indemnify him, as I understand?—That is so.

1248. Then Mr. Davitt asked you about the trades union rate of wages, whether or not you considered, in fixing the fair rate of wages, what the wages were paid by the trade unions. If you went to the trade unions and fixed your fair rate of wages on the rate paid by the trades union, would not that also be open to the same objection, that you would be delivering the tax-payer bound hand and foot to the trade unions, because they could fix any rate of wages, and you would be bound to pay them whether it was fair or not?—I fear that it would ultimately result in that.

Mr. *Davitt.*

1249. But if the current rate of wages happened to be the trades union rate of wages, you would not object?—No, I should not object.

Mr. *Maclean.*

1250. With regard to the point just touched upon by Mr. Banbury, I suppose that if a contractor were indemnified beforehand, for any possible rise in wages, that might lead to collusion between the contractor and the workman to raise the rate of wages?—Of course one would like to treat all men as honourable.

1251. But there would be in fact no check?—No, you are quite right. There would be no check.

1252. Now the Admiralty themselves, as very large shipbuilders and employers of labour, are really experienced in knowledge of the prices of materials and of the rate of wages?—Quite so.

1253. And all the Royal dockyards now compete very eagerly with one another to see which can build ships most cheaply and most quickly. Is not that so?—Yes, that is so.

1254. So that you have plenty of experience at the Admiralty to guide you in accepting tenders from private firms?—Yes.

1255. And in knowing what are the fair prices to give?—Yes, undoubtedly.

1256. So that you have a double competition, as it were. You have first the competition of the dockyards themselves, and then you have the competition of private firms?—That is so.

1257. And in that way you think that the public interests are sufficiently safeguarded?—I do, undoubtedly, with those checks; and we do make use of such checks as these.

1258. Then with this system of selected firms that you have, you think that you are safe against the two evils mentioned in the first part of the House of Commons Resolution, that is, against the practice of sweating and the illegitimate sub-letting of contracts?—Yes.

1259. You think you are perfectly secure on those two points?—I think the Admiralty are most secure on those points. There is no doubt about it in my own mind.

1260. With regard to the third condition, then, in the Resolution, of current rates, it may be that the rates current on the Clyde are much lower than those on the Thames, but it does not follow

Mr. *Maclean*—continued.

that the standard of comfort amongst the workmen on the Clyde is lower than the standard of comfort amongst the workmen on the Thames?—No.

1261. They may pay lower rents and get all articles of food and clothing and fuel at very much lower prices than they would have to pay in London?—Yes.

1262. So that the current rate on the Clyde is quite as fair to the workpeople employed there as a higher rate paid on the Thames?—Yes, undoubtedly, I think so. Then there is another point with regard to that as far as the ship building is concerned. Sir Arthur Forwood has pointed out in a question to me that most of the work done on these ironclads by the iron shipbuilders is done by piece-work; and although the Clyde day-pay rates are nominally comparatively lower, I, of my own knowledge, can say that the principal men in a plating squad on the Clyde can earn easily 1*l.* a day at the piece-work rates paid on the Clyde. We have paid them many a time, and I can also say that the rivetters at the piece-work rates prevailing on the Clyde earn 15*s.*, 16*s.*, and 18*s.* a day quite easily.

Mr. *Sydney Buxton.*

1263. For how many hours?—Fifty-four hours a week; 9 hours a day.

Mr. *Maclean.*

1264. You consider that with all this system of competition which you now have, the public interest is protected, and at the same time that the workmen get fair wages?—I am satisfied of that. I feel convinced, in my own mind, that it is so.

1265. Would not any other system, doing away with competition and trying to maintain an artificial industry in any particular district, inevitably lead to extravagance and jobbery?—I do not see how it is possible to avert it.

Mr. *Walter Morrison.*

1266. Will you tell us with regard to female labour; on what part of an ironclad females are employed?—We do not employ females on an ironclad at all. We only employ females in the spinning mills and for making flags.

Mr. *Parker Smith.*

1267. And I think drawing or tracing?—No, we do not employ women in the tracing office.

1268. Is it within your knowledge that they are so employed in private yards?—Yes, I know that females are employed by some firms to trace and copy drawings.

Mr. *Walter Morrison.*

1269. With regard to boy labour, is there any part of an ironclad where boy labour can supersede the labour of adults?—No, I do not think so. Of course there are plenty of boys who work on an ironclad.

1270. Carrying rivets and so on?—Carrying and heating rivets, and so on; and also others who are apprentices, serving their time as mechanics.

1271. With regard to torpedo-boats, is it not the case that the cost is very large in proportion to

Mr. *Walter Morrison*—continued.

to the value of the materials; it is a very complicated thing, is it not?—Yes, of course, the steel being of light scantling, it naturally bears a very small proportion to the whole cost. The cost of labour is excessively high on all light scantling small vessels. It does not matter whether they are torpedo-boats or small river steamers, such as you see on the Clyde and other rivers.

1272. Then is not a good deal of the work done by machinery?—Yes.

1273. So that the handicapping of the Thames by the cost of the carriage of material does not affect the building of torpedo-boats so much as it does in the case of ironclads?—No, that is so.

1274. Now I understand that the Thames shipyards always have the opportunity of tendering for an ironclad?—Yes.

1275. The only reason why they get no contracts is the higher cost?—That is so.

1276. You would agree with me that the Thames must necessarily be always handicapped by the cost of the carriage of materials?—I think so.

1277. Therefore the only way in which the prices can be cut down is by cutting down the rate of wages; is not that so?—Yes, I suppose that would be so.

1278. Is there any other economy?—These yards on the Thames were built many, many years ago, and they were adapted to a different style of shipbuilding than that of the present day. I do not think that many of them have been very much modernised; that is to say, there would be a good deal of carrying backwards and forwards of the materials, involving additional labour; whereas in a well laid-out modern yard you would have your material laid here, and it would be gradually worked through machines; placed into your ship there, and launched straight away. I think there are a good many other disadvantages in the old yards, such as a lack of good modern labour-saving tools. Such disadvantages are bound to adversely affect the cost of production, no matter where the yard may be situated.

1279. You said that you recollected the time when the Isle of Dogs was a great shipbuilding place?—I did.

1280. Do you recollect how it was that so many yards were shut up there?—My recollection of it is that there was a great strike.

1281. About a quarter of a century ago?—Yes.

1282. Do you know whether it shut up half the yards on the Isle of Dogs?—Yes, it did; and of course those particular firms had been working for many years under very great difficulties. Competition, and the cost of getting material and so on, touched them even in those days; I fancy that many of those firms had not been financially successful up to that time, and then when the great strike came it, like the last straw on the camel's back, broke them down entirely.

1283. When the words "in the district," were left out by the Board of Admiralty, was not it from a benevolent desire on the part of the Board to give the Thames a chance?—It certainly was; but it was not prompted by the Board itself. It was rather suggested from the outside of the Admiralty to Mr. Goschen.

1284. Do you know by whom? Was it by the men or the employers?—Well, I understand that Mr. Hills, of the Thames Ironworks, in the course of an interview that he had with the First Lord, pointed out that this was one of the difficulties; and then that was emphasised by Members of Parliament who were interested in the London district and in the success of the industries here; and Mr. Goschen said: "Very well, as a tentative measure we will eliminate the words, to give you a chance to see what difference it will make."

Mr. *Sydney Buxton.*

1285. Who were the Members?—I really could not tell you. I was not present, but I understand that was the way the elimination of the words was brought about.

Mr. *Davitt.*

1286. With reference to a question put by Mr. Morrison, may I ask you whether you know as a fact that the wages on the Thames are really higher than on the Clyde?—Yes, they are, certainly.

1287. I mean the wages in connection with the building of ships?—Yes, the rates of wages are higher undoubtedly on the Thames than they are on the Clyde.

1288. In all the trades involved in shipbuilding?—Yes, I am speaking of the shipbuilding trades.

Mr. *Parker Smith.*

1289. Do you know how the wages bill would compare — the actual wages received by the men at the end of the week?—No, that is a very difficult thing to compare, because there are various methods of working on the Thames as compared with the Tyne or the Wear yards or the Clyde yards or Belfast. They are very different, so that although you may know what is the cost of the labour expended on a ship in the aggregate, unless you had the whole of the details, that is to say, separated under heading of trades, you would not be able to say in what trades the Thames bill showed an excess as compared with the yards on the northern rivers.

Mr. *Davitt.*

1290. I may be wrong, but I think it was suggested by Mr. Walter Morrison that from his point of view, the reason why the building of ships was not carried on as actively on the Thames as elsewhere was that it was solely on account of the wages bill?—No, I do not think that I understood that. I did not take that to be the meaning of the question. There were other considerations which I previously alluded to.

Mr. *Walter Morrison.*

1291. May I ask if you know how the efficiency of the labour on the Thames compares with that of the labour in the northern yards?—I have watched very closely the class of work that

Mr. *Walter Morrison*—continued.

that has been turned out in all these districts, but really I think in each district it is equally good.

Mr. *Powell-Williams.*

1292. You were asked by Mr. Sydney Buxton, in your examination by him, a question, which is No. 849 on the evidence, as to excluding the words "current in the district," and you said this: "I would rather put it in this way, that it gives the contractors the opportunity of consulting with their men and saying, 'Now, if we are to get battle-ships to build here, it is perfectly evident that we cannot afford to pay these excessively high wages; are you prepared to accept such wages as permit of these ships being built in the north and elsewhere in order that we may keep this large place going?'" Now, I assume that your answer had reference, not to a particular ship-building yard, but to a whole district?--Yes, certainly.

1293. Do I take it that you would understand that the Resolution of the House of Commons would preclude you from going to an individual contractor, and making a suggestion of that kind to him, that he should arrange with his men for a particular rate of wages in order to get the contract for the ship into a particular yard?—Yes; I do not think the Government could initiate such a negotiation as that with the men; but I think it is quite open to the employers of a district to say, "Well, we are being cut out by certain other districts that seem to be able to beat us," and so they consult and put their heads together to ascertain what are the reasons, with a view to obviate them.

1294. Then that points to a revision of the current rate throughout the district?—Throughout the district. Either that or the work must take its natural course and flow to those districts where it can be produced more economically.

1295. Now supposing that there is a complaint against a contractor that he is not paying the current rate in the district, you inquire what that current rate is?—Yes.

1296. And your inquiry is confined to that district, and does not include any rate that may be paid in any other district?—No.

1297. Then, from the point of view of an inquiry into a complaint of that kind, it makes no difference, does it, whether the words "in the district" are in or not in the Resolution. What I mean is, that your inquiry must necessarily be confined, whether the words are in or whether they are excluded, to the rate current in that district?—Yes; I follow you quite well; but there is really a difficulty in a large place like London in defining what may be the rate in a district. There was a controversy about that, which came rather prominently before me——

1298. But, pardon me; that is rather another question. Assuming that there is no difficulty in ascertaining what the rate on the Clyde or on the Thames, or anywhere else is, that is paid to a particular class of operatives, and complaint were made that that class of operatives was not receiving the current rate, I put it to you that it could not make any difference at all whether the words "in the district" were in or not?—Well, I think they complicate it. I do indeed;

Mr. *Powell-Williams*—continued.

and, with every deference to you, I ask you to allow me to take the London district to illustrate what I mean. At one end of this district pattern makers are paid 40*s.*, and at the centre of the district they are paid 38*s.*, and perhaps at the upper part of the district you will find another rate quite different; so that the difficulty of the Admiralty or anyone who approaches the subject with a view to deal with it on its merits, with no bias in the mind at all, will be at once apparent; for the question that naturally arises is, what is meant by the words "in the district?"

1299. I am putting to you that that is a difficulty that arises in ascertaining the current rate, and has reference to and must necessarily have reference to the district?—I understand.

1300. Putting any difficulty of that kind aside, and assuming that there is no existing difficulty, does it make any difference to the inquiry that you will have to make as to any complaint respecting a contractor that he does not pay the current rate, whether the words "in the district" are in or out?—I think it does, because we are dealing with a House of Commons Resolution, and those words were not in the House of Commons Resolution.

1301. That is rather a different point. Do not let us take pattern-makers; let us take rivetters. I daresay you are aware that the current rate paid to rivetters is a very easy thing to ascertain, probably easier than most other rates of wages. Suppose there is a complaint made that a contractor who has got one of your ships on the Tyne is not paying the current rate to rivetters; the current rate referred to must necessarily be the rate in the Tyne district. Does it therefore make any difference in a case like that, whether the words "in the district" are in or out?—Well, in that case I do not know that it would make very much difference; but then where I beg to differ from you is that that is not a condition of the House of Commons Resolution that the rate should be that payable "in the district."

1302. Surely, when it comes to a question aye and no, does the contractor pay the current rate, it must mean the current rate applicable to the particular district in which the contract is being executed?—Well, that is one of the difficulties I have always felt in dealing with the Resolution, as to what was really intended by the expression "current rate"; my remarks about the pattern makers exemplify what actually occurred, and give a practical illustration of the difficulty I refer to.

1303. It is not conceivable, is it, that a complaint made against a contractor on the Clyde, for instance, that he is not paying the current rate, refers to the current rate on the Thames; it must be the current rate on the Clyde?—That would be the natural inference, I should say, but still the late Board found themselves in a very great difficulty in dealing with a question similar to that.

1304. Supposing the words "in the district" are excluded from the Resolution, do you think it would be competent and possible for any contractor to import labour from a cheaper district in order to execute a contract which he had taken in a dearer district?—No, I think that certainly would not be a fair thing to do.

1305. But

Mr. *Powell-Williams*—continued.

1305. But do you think it would be possible for him to do so?—No, I do not think so, because I am dealing absolutely with this question from a shipbuilding point of view: I am only mainly interested so far as the engineers and shipbuilders are concerned; and if a contractor attempted to do that he would be immediately put right by the other men leaving their work. I think that is safe-guarded in that way.

1306. So that if the words "in the district" are left in, or if they are omitted, no contractor would be in either case able to introduce outside cheap labour in order to execute a contract taken in a district where the price of labour was higher?—That is certainly my opinion as regards the shipbuilding and engineering industry.

1307. May I call your attention for a moment to an answer which you gave to the honourable Baronet, the Member for Liverpool, who referred you to Lairds' advantage in having a dry dock by which they would make a saving over a firm that had not a dry dock of 10,000*l.*?—Yes.

1308. You said in answer to that, that you would have to regard that when you came to consider the current rate of wages. May I ask you kindly to tell me what you meant by your reply. I did not follow it?—I am bound to say that I should like to correct that answer. I am sorry the honourable Baronet is not here, because on reflection I really do not see that that bears on the wages question at all. But it has a general bearing on the cost of building the ship, quite apart from that question. I am obliged to you for giving me the opportunity to correct my answer.

Mr. *Parker Smith.*

1309. On that question did not the honourable Baronet mean that by parity of reasoning, if you considered the one thing you ought to consider the other also?—I think that was his intention, but I certainly did commit myself to the answer that it would have to be taken into the wages question. I think what he had in his mind was exactly what you are suggesting, but he certainly did not put it in that form.

1310. That it would be equally reasonable to take into consideration all the thousand and one ways in which facilities for turning out work in one yard differs from another?—Yes, that is so.

Mr. *Sydney Buxton.*

1311. But you do not agree that those ought to be taken into account?—Well, what I wish to convey is this: that if you begin to take all these varying and disturbing elements into account, where are you to stop? To be logical you must take them all into account, or none. That is what I mean.

Mr. *Powell-Williams.*

1312. I understand you to mean that a man has a perfect right to take advantage of any labour-saving appliances that he may have at his disposal, and that you cannot interfere with him in respect of those as long as he is paying the current rate?—That is so.

1313. Now, you were asked by Sir Charles Dilke with regard to the publication of a list of contracts. Will you tell me what objection, if

Mr. *Powell-Williams*—continued.

any, there is to the publication periodically of a complete list of the contractors who at the time have existing contracts with your Department?—I do not know that there would be any serious objection, excepting that the list would be an extremely long one. I think I have already said that.

1314. (To Mr. *Gwyn.*) Would you have any objection to the publication from time to time, say, as a Parliamentary Paper, of a complete list?—I think contractors would object. That is one reason, and the immense labour would be an objection from the Admiralty point of view.

1315. Would the list in your case, as in the case of the War Office, be almost always inaccurate; it would be right to-day and wrong to-morrow?—In one sense, yes.

1316. The contracts would run out?—We make our contracts for specified quantities of goods, as a rule.

1317. Which are your most numerous contracts, advertised or non-advertised?—The non-advertised.

1318. Are they much more numerous than the others?—Yes, 90 per cent. more, I should think.

1319. Your reason for confining the publication to the advertised contracts was stated, I think, to the Committee?—I stated my impression how it originated.

1320. But what is your reason now for continuing that? Is there any natural distinction between the advertised and the non-advertised contracts?—No; having called for tenders by advertisement, to give the information, that is to say, what firms have accepted, seems to complete the transaction; and certainly competitors like to see it, and they do come and look at the lists.

1321. (To Mr. *Williamson.*) I suppose that the contractors for the great undertakings of the Admiralty are so few that if they objected to their tenders being published, and therefore to the prices being published, you would have to yield?—I think so, and for public reasons very often too. At the present time, within the last two months, we have accepted contracts for a number of ships and their machinery that will have to be repeated, and it would be very much against the public interest that those prices should go out authoritatively.

Sir *Arthur Forwood.*

1322. Is it not a fact that contractors will take work from the Government at a cheaper rate in order to fill up their yards, knowing that it is not made known to the public, and will not interfere with the work that they may do for private individuals?—Yes; I think that that is substantially as Sir Arthur Forwood has suggested.

Mr. *Powell-Williams.*

1323. I suppose, too, that in the same way the contractors for the great undertakings of the Admiralty might object to any stipulation as to fine or penalty, and you would not be able to force them?—I think that would be a very serious question. My own belief is that the principal contractors would not agree to such a proposal.

1324. Was

Sir *Arthur Forwood.*

1324. Was not it the practice to have penalties in the contracts some years ago, and then they were eliminated?—Yes, that is so. It did not work.

Mr. *Powell-Williams.*

1325. (To Mr. *Gwyn.*) I suppose that, in relation to minor matters of contract, there are a large number of articles which are made by practically a very few people?—That is so.

1326. And that, therefore the Department is very much in the hands of those few people, and is not in a position to dictate its terms absolutely to them?—Well, there are certain things which are in the hands of a few people, not very many.

1327. In that case, assuming that to be so, and that those persons objected to even their names being published, let alone their prices, the Department would not be in a position to insist on the publication, or it might not be?—I think not.

1328. And, therefore, there might be very serious gaps in any list that you would publish?—Yes; the Admiralty would decide one way or the other whether they would publish all or none. I do not think they would omit any.

1329. Let me give you a case, if I may. The case of armour plates is suggested to me, but I was going to say that there is an article which I have in my recollection in connection with the War Office contracts, which the War Office has to obtain from practically three people; there are no others who manufacture it at all. Assuming that the Admiralty was in such a position as that in relation to a smaller matter than armour plates for ships, and those three people were to say, "Well, we shall not tender at all if our names are to be published," the Department, I suppose, would practically have to yield, and the list, when published, would have to omit those persons' names?—Certainly; but may I add, as regards armour plates, the contracts are always published in some way or other. Even before they are made known by the Admiralty they are always known.

1330. That is another matter. Might not the Admiralty as respects its contractors find itself in this position, that the contractors might object to the contracts being published on the grounds that the Admiralty contract was only a portion of their work, and that therefore they might get interfered with, not only in relation to the Government work that they were doing, but also in relation to their ordinary trade?—I think they would object very strongly, and especially the best class of firms.

Chairman.

1331. (To Mr. *Williamson.*) I have only one question to ask after your full examination. You were asked whether you considered it your duty, and you said, in answer to that question, that you would consider it your duty, to examine, if such complaint was made, right up to the wages that were paid in the quarrying of the iron ore, or even in getting the coal?—Yes.

1332. Has any such question as that arisen?—No, not so remote as that. The complaints have been more direct; I mean direct from the yards, or from the marine engineering works of the contractors.

Chairman—continued.

1333. Generally, have you found any difficulty in satisfying yourself beyond all reasonable doubt whether the complaints that were made were well-founded or not?—Yes, we have certainly had every opportunity and every facility given to us by both sides to bottom any question and fairly consider any disputes that have been submitted to us.

1334. I do not know whether it is a fair question to ask, whether you have reason to believe that your decisions have generally given satisfaction to both sides?—Well, scarcely, I think. I am not able to go quite so far as that.

1335. It would be rather exceptional, probably, if they had?—It would be exceptional.

Mr. *Maclean.*

1336. Can you say how long these inquiries took, because Mr. Sydney Buxton put a number of questions about the different stages they go through. If you recollect some particular inquiry as to wages, can you say generally what period of time it took?—Well, some of these inquiries have only taken a few days, and others, where they have been complicated, have taken about five or six weeks to get at the facts and negotiate between the two different sides.

Mr. *Sydney Buxton.*

1337. Never longer than that?—I am not prepared to say positively.

Sir *Arthur Forwood.*

1338. May I ask whether it is the custom of the Admiralty to work the papers so that many of them go to the First Lord for information rather than decision?—That is so.

Mr. *Sydney Buxton.*

1339. There is one point raised by Mr. Banbury which I want to elucidate. I understand you to say that if a contractor had to state the rate of wages he was paying, it might tend to the men demanding a higher rate, and the masters not objecting to it because the Admiralty would subsequently pay the higher rate. You were asked that question?—Yes.

1340. What I want to ask you is this: Assuming that in the case of a particular contract the men asked and obtained a higher rate, would you thereupon recognise that as the current rate, though it was not paid by other employers in the same way of business?—No, I do not think we should.

1341. Therefore, there would be no advantage or object in the men demanding this simply on the Government contract, would there?—No, of course, as I understand you, in a case of that sort we should try and safeguard it in this way, that it would have to be paid not only in one yard, but in, perhaps, two or three yards. In point of fact, that is being done now on the Clyde. The current rate there is, we will say, so much for ordinary work; but when you come to Government work at these two or three yards where they are building the ships, the men insist on getting 10 to 15 per cent. more than the current rate. That is rather an

Mr. *Sydney Buxton*—continued.

an important fact in connection with your question.

1342. I mean that where they are building large ships the men are insisting on a higher rate?—Yes, and that has been so, from my own personal knowledge, for many years in a great many yards where Government work is being carried out.

1343. Do you think that to a certain extent the men have been enabled to do this in consequence of the concentration of work on the Clyde?—No, I do not think that. I think they look upon it more that the Government expect a higher class of work, a smoother and more highly finished class of work.

1344. Do you think the Government expect a higher class of work?—The Government get at any rate a better class of work than is put into the ordinary merchant steamer.

1345. Would that be 10 per cent. better work?—I think they get fairly good value for it, certainly.

1346. That is to say, though they may have to pay more they get substantial value for what they have to pay?—I think they do; but I mention that fact to show that the men already can command a higher rate of wages for Government work.

1347. And this occurs under a system in which you do not require the contractors to state the current rate?—Yes, that is so.

1348. The evil you fear apparently already exists. Why should it be excluded if you required the contractors to state the rate?—Because under the present arrangement any rise in the wages comes out of the master's pocket; whereas, on the other hand, if the Government had to pay any rise on the agreed upon rates, the master would be tempted to say, "Why should I trouble myself about this."

1349. Except that I understood you to say just now that you would not recognise it as a legitimate addition, unless it was substantially paid by the other firms in the district?—That, of course, is more a question of administration. I would not have to decide on that. I am only throwing it out as a suggestion. It is quite possible that we should have to safeguard it in some such way as that.

Mr. *Parker Smith.*

1350. May it not be that in places where the Government work is being done, the rate there really governed other firms in the district?—I think there is no doubt that it would have a tendency to raise the wages generally. There is no doubt about that.

Sir *Arthur Forwood.*

1351. I only wanted to ask you whether in reference to that 10 per cent. extra paid for Government work, it was 10 per cent. additional on piecework or 10 per cent. on day wages?—On piecework.

1352. It does not affect the day wages?—No, it is on the piecework.

Mr. *Sydney Buxton.*

1353. Sir Arthur Forwood pointed out to you, as I understand, that in the case of certain contracts for machinery coming from London firms, their estimate was lower than that of the estimate of some of the northern firms, and they therefore obtained the contract, whereas in the case of estimates for shipbuilding they were higher, and therefore they did not obtain contracts; what inference do you draw from that?—The inference I draw from that is this, that the relative rates of wages on the shipbuilding side of the Thames vary to a greater extent than they do on the engineering side, when compared with those paid to the same trades in the North.

1354. Would you say that in regard to a question of contract as between machinery and shipbuilding, that there was a larger proportion of the machinery contract went in wages than in the case of the building of the hull of a ship?—Yes, of course there is a larger proportion for labour. I am looking at a paper showing results of some calculations on that point, and I find that if you take a very powerful set of engines they work out in this way. The proportion of labour to material is 58·52 per cent. for labour, and for material, 41·48. Now if you take, say, the hull of a battleship, the labour works out at 59·66 per cent., and the material represents a percentage of 40·34.

1355. Practically they are substantially the same?—Very nearly the same; they are very close.

Mr. *Powell-Williams.*

1356. Is that so?—That is taking the higher classes. There are larger variations in the proportions as you come down to the smaller types of ships.

Mr. *Sydney Buxton.*

1357. In the case that we have already discussed, and that Sir Arthur Forwood mentioned to you, is there a greater proportion of expenditure on the material than on the labour on a battleship? — I think they come out approximately as named in Answer 1354, so far as the work turned out by the shipbuilder is concerned.

Mr. *Powell-Williams.*

1358. Assuming a million spent in building an ironclad, and assuming a million spent in machinery, both contracts to be executed on the Thames, the charges for carriage in the one case would be infinitely greater than the charge for carriage in the other case?—Undoubtedly it would certainly be greater on the armour-clad ship.

Mr. *Walter Morrison.*

1359. Then the armour plates come from Sheffield?—They come mostly from Sheffield.

1360. And also from Cammell & Co.'s?—And some from Glasgow.

1361. So that as regards the armour plates the cost of carriage to the shipbuilding yards would be very much the same to the Tyne, the Tees, the Wear, and the Thames?—Yes, quite so; there would not be very much difference in that.

Mr. *Sydney Buxton.*

1362. (To Mr. *Gwyn.*) I only want to ask you practically, in reference to the way in which if a complaint

Mr. *Sydney Buxton*—continued.

complaint is made it is investigated. What steps do you take to have it inquired into?—Perhaps I had better say that the Contract Department is really immediately under the Financial Secretary of the Admiralty, and that any complaints which are made against contractors employed by the Contract Department would come direct to me.

1363. From whom?—From the complainant. I should make a proposal as to what should be done to the Financial Secretary, and that would, in all probability, take the form of asking the contractor for an explanation.

1364. Then, in your case, you do not go through all the formulæ which Mr. Williamson has to go through before the inquiry is complete?—No; the difference is that I am under the Financial Secretary, and Mr. Williamson is under the Controller.

1365. Then in the case of disputes, I take it you have your letter in writing from the trades union, for instance?—That is so.

1366. That is sent to the contractor, or the substance of it, and he replies in writing. If you are not then satisfied, do you ever see both the men and the masters?—I have not done so personally, but we have had cases which have been personally investigated by the late Director of Contracts, my predecessor.

1367. How long have you been in your present office?—I was made the Director in May 1895.

1368. You, yourself, have not seen them?—I have had no occasion that required it.

1369. When you receive this complaint and the contractor's reply, what further step do you take then yourself, supposing you are not satisfied?—Then I propose to take what steps seem necessary. Generally it is to call on the complainant or the association to furnish evidence, which they generally have not done in the first instance.

1370. Evidence of their complaint?—Evidence of their complaint.

1371. What do you consider evidence?—The men complain that the current rates are not paid; the contractor states, "I do pay the current wages"; we then call upon the complainant to tell us what the current wages are, and it most frequently happens that the trades union wages are given.

1372. But by the term "trades union wages," do you mean the wages paid by other firms?—No, I mean the wages fixed by the trades unions, irrespective of other firms.

1373. Paid by whom?—Paid by nobody, as far as we know. It is the wages the trades union attempt to get paid to their men.

1374. But is not the essence of a trades union that a trades union shall not take work except at the wages recognised by the trades union as fair?—The trades union wages are higher than the current wages in very many instances.

1375. Putting aside for the moment the question whether it is the trades union rate or not: supposing they state that the contractor is not paying the current rate, and he says he is, I want to know what step you take. You then call upon them to give you evidence. I want to know of what essential nature you consider that evidence to be?—That would give us the rate.

1376. Is it in writing?—In writing. Then we should, if we possibly could, go to some firms in the same district and ask them what they were paying as the current rates.

1377. Ask them what they are paying?—Yes.

1378. Do you ever consult the Labour Department?—Very frequently.

1379. Do you find them of valuable assistance?—They are valuable in a way, but they do not take responsibility. They give advice without responsibility.

1380. Do you think it would be a good thing if they had the responsibility thrown on them of deciding in the case of a dispute and reporting to the Admiralty?—I think it would be a very great advantage if some department had the responsibility of deciding whether the wages were properly current.

1381. Who do you consult of your officials or your subordinates in order to get information in the case of a particular contract?—I have no officials, I think. Do you mean outside officials?

1382. What is the nature of your contracts mostly?—Well, the contracts are voluminous, and of all sorts and descriptions.

1383. Will you give me one?—We buy all coals and clothing materials for the seamen.

1384. Take a coal contract. That will do as well as any. You yourself enter into it direct with the contractor?—Yes, with the contractor.

1385. You have no subordinate in reference to that matter?—In my office?

1386. Yes; there is no subordinate between you and the coal contractor?—No.

1387. Therefore you deal direct with the contractor in the case of a complaint?—Yes, I sign the letters to a contractor.

1388. You would not consider it your duty if the dispute continued to see the men?—Undoubtedly I should.

1389. You think it would be your duty?—Undoubtedly.

1390. I thought you said you never did so?—Yes, but frequently it has been done by my predecessor. I was going to give you an instance. There was a complaint we got from the nailmakers that a firm holding a contract from us for scupper nails had sub-let to a middleman, known as a fogger, who sweated his workmen. That was inquired into by letter, and also personally, and it was found that the man had not only committed a breach of contract as regards sweating, but also as regards sub-letting.

1391. You found that he had committed a breach?—In both cases.

1392. In that case you saw the men and the master?—Yes, we saw the men and the master.

1393. Separately, or together?—Separately, I think.

1394. What date was this?—This was in 1893.

1395. What did you do with the man?—We told the contractor that he had committed a breach, and his excuse was that it was a custom, which

Mr. *Sydney Buxton*—continued.

which was no doubt true, but it was contrary to our contract.

1396. Did he admit that he was wrong?—Yes, he said he would not do it again.

1397. But you did not exact any penalty from him?—No, no money penalty, but we communicated the decision come to, to the Nail Makers' Association in this case. There was an even worse case than that of locksmiths at Wolverhampton, making locks in garrets, in which the same thing occurred; and the result of that was, that that complaint was found to be proved, and it was decided by the Board that the manufacture for the future should be confined to factories.

Friday, 26th June 1896.

MEMBERS PRESENT:

Mr. Banbury.
Mr. Broadhurst.
Mr. Sydney Buxton.
Mr. Davitt.
Sir Charles Dilke.
Mr. Walter Morrison.
Sir Matthew White Ridley.
Mr. Parker Smith.

SIR MATTHEW WHITE RIDLEY, BART., IN THE CHAIR.

Lieutenant-Colonel A. BEAMISH, R.E., called in; and Examined.

Chairman.

1398. YOU are Surveyor of Prisons?—I am.

1399. You held that post under Sir Edmund Du Cane, I believe?—Yes.

1400. For how long?—For 10 years.

1401. Therefore you are thoroughly conversant with the practice of the Prisons Department, as regards building and so on, for some time past?—Yes.

1402. Both before and after the passing of the Resolution or the House of Commons, which we are now considering?—Yes.

1403. I believe you have handed in your forms of contract for the various kinds of work for which you are responsible; perhaps you would shortly explain to the Committee what has been done in your department with the view of carrying out the Fair Wages Resolution of the House of Commons?—A short time after the Resolution was printed the forms of contract were altered and the Resolution was added to those forms for all works which contained labour.

1404. As regards other contracts, for purchase of materials for building, what was done?—The Resolution has not been inserted in those contracts.

1405. Then as regards works including labour and materials, which I see is one form of contract, will you just state what are the conditions which you have inserted for the purpose of carrying out this Resolution, and how far they have been effective, in your opinion; you forbid sub-letting, I think, in the first instance?—Yes.

1406. Sub-letting is forbidden, other than that which may be customary in the trade concerned?—Yes.

1407. Have you had any difficulty in consequence of the insertion of that condition, or any complaint?—We have had no complaint whatever on the insertion of that condition, or of any of these conditions.

1408. Have you had any complaints of the insertion of that condition not effecting its object?—None whatever.

1409. Your form of contract goes on to say that the wages "shall be those generally accepted as current in the trade for competent workmen in the district where the work is carried out"?—Yes.

Chairman—continued.

1410. Will you say why the words "in the district where the work is carried out" were put in?—That was inserted in order to enable contractors to give a fair rate in their tenders for works which they would probably have to carry out; because the rates of wage differ considerably in different parts of the country for the same kind of work.

1411. Of course, the great proportion of your contracts are outside London?—Outside London; of course, there are similar contracts for London, and the rates of wage differ considerably in different parts of the country.

1412. Have you either had any difficulties from the contractor's side in consequence of the insertion of those words, or have you had complaints from the workmen on the other side?—I have had no complaint from either side.

1413. Have you had no cases brought before you at all since the passing of this Resolution?—None; I may say I have had an application from one contractor to increase the rates in his triennial contract on account of the raising of wages in the district in which he was doing the work; but that has not been approved, and I have heard no more from the contractor.

1414. Have you a separate form of contract for new works from those for ordinary repairs, or are the conditions which you insert the same in both?—The conditions are the same.

1415. Do you have any stipulation as to the power to examine the contractors' pay-sheets and books?—No; there are no conditions of that sort.

1416. In any of your contracts do you insert a schedule of the rate of wages?—Not for special contracts, that is to say, contracts for a given work.

1417. I take it the triennial contracts of which you speak are contracts for the execution of ordinary repairs over three years?—Yes.

1418. In a contract of that sort, you do not do what the Committee understand is the practice of the Office of Works in London, viz., to schedule the rates of wages in the various trades concerned, and to calculate a certain percentage for the contractor in view of the wages rising or falling, according to the practice of the district?—We

Chairman—continued.

—We have no arrangement of that kind. It is a fixed rate that is put in by the contractor at the commencement of his contract, and continues to the end without any variations.

1419. You say that recently you have had a request from a contractor, in consequence of the rise of wages in the district, to raise the rates in the contract, and that you have not acceded to that request?—We have not acceded to it.

1420. You say you have had no complaints?—We have had no complaints from any of the workmen.

1421. Have you had any from the contractors, except in the case you have alluded to in general terms?—No.

1422. I have already asked you upon the point of new works' building material. If you are buying materials for building, you do not put in any condition?—Not for wages.

1423. Therefore, you hold the Resolution to apply only to contracts where there is labour involved?—Yes.

1424. You do not consider the labour involved in the production of the materials that you are buying?—Of course, labour is involved in the production of most materials which are used in building, but we have not gone into that question at all.

1425. Has it ever been suggested to you?—It has has never been suggested that we should.

1426. Is it fair to ask, if it were suggested to you, have you considered it sufficiently to say whether there is any difficulty in applying the same principle, so far as it is applicable, to that class of contract also?—I am afraid there would be great difficulty in ascertaining all the wages paid for the production of the finished materials.

1427. Do you buy any stone, for instance, that has been worked in the quarries, or does all you stone come in in the rough?—For such material as stone worked in the quarries it might be done; but for many other materials it would be hopeless, I think, to go into the question of the wages paid to all those who produced the finished article.

1428. I am asking this question because we have had some evidence that it is sometimes done, and that it is (I do not know what the opinion of the Committee may be) the intention of the Resolution that the rate of wages paid in the production of the materials should be inserted in the contract?—We have not done so yet. I do not know what the effect would be if we went into the question.

1429. You have not gone into it at all?—I have not gone into it at all.

1430. Then you rely in the main, as I understand, upon these conditions which you put in, and upon employing only contractors whom you can trust as regards securing the best materials?—Yes.

1431. In doing work of either kind, do you advertise for tenders, or do you have a list of the firms in each district whom you know from experience to be thoroughly trustworthy?—For the very large works and for the triennial schedules we advertise publicly; for the special contracts which are not of a very large class we have a special list of contractors whom we know, and who, we know, can do the work well, and we invite them to tender.

Chairman—continued.

1432. Questions have been asked as to publishing the names, by posting up, or in some way making known the names of those contractors who have Government contracts; what is the practice of your department as regards that?—We publish no list.

1433. Have you ever been asked to publish a list?—I have never been asked to do so.

1434. Do you see any objection?—No, I do not see any objection to it.

1435. May I ask you generally, do you consider that this Resolution of the House of Commons, so far as your experience is concerned, has been carried out in the spirit as well as in the letter?—Yes, I think so.

1436. You have had no complaints with regard to it, at all events?—I have had no complaints, and therefore I suppose it has been fairly carried out.

Mr. *Sydney Buxton.*

1437. How long have you been in your present position?—Ten and a-half years.

1438. I mean as responsible for the contracts?—Since March 1894.

1439. You say you have had no complaints; by that do you mean to cover the period of your predecessor since 1891?—Yes.

1440. You were speaking, not of yourself individually, but of the office?—Of the office.

1441. What is the nature of your contracts; I take it your contracts for works and repairs are all for building work?—All building work.

1442. Is it much the same sort of work as that which the department of the Office of Works has to control?—Very much.

1443. Is there any reason, in your opinion, why the system adopted by the Office of Works, of stating the schedule of wages for repair work, should not be introduced into your department? The only difficulty that I should see about that would be that it would be an unnecessary labour. As there have been no complaints and no difficulty in working our system, it seems to me it would be unnecessary to be continually investigating the rise and fall of wages during the short period of three years, because our works are so small in that way. In the employment of labour from the contractor we do that to as limited an extent as possible.

1444. Do you mean in repairs?—Yes, in repairs.

1445. Would it be easy for you to adopt the scale laid down by the Office of Works in regard to their larger contracts?—It would.

1446. Would there be any difficulty?—No, there would be no difficulty.

1447. Then the question of trouble would not arise?—It would be troublesome, but there would be no difficulty.

1448. If you adopted the scale laid down by the Office of Works in its entirety, where would the trouble come in?—In regard to the investigation of the current rate paid to those workmen, and the allowance of a percentage to the contractor, there would be a good deal more writing, and

Mr. *Sydney Buxton*—continued.

and so on; but it would be mere clerical labour, that is all.

1449. My assumption is that you could adopt the scale laid down by the Office of Works, and therefore you would not necessarily (unless complaint was made) have to go into the scale yourself?—I should have to see what the contractor was claiming for his wage, and arrange the percentage upon that.

1450. But the system, as I understand, of the Office of Works is that in regard to these repair works they state that the recognised rate is so-and-so, and the contractor therefore, so far as his men are concerned, must pay this rate; is not that so?—I believe so.

1451. Assuming you could adopt their scale, would not the only difficulty that could arise be in the case of a complaint being made?—There would be rather a difficulty in the outlying stations to find out what the current rate of wages was.

1452. I did not quite follow what you said. I understood you to say that the contractor does put in his contract a fixed rate of wage?—Yes.

1453. Have you got a form there that I could look at?—Yes (*handing a form to the honourable Member*).

1454. These are the conditions of labour and the rate the contractor proposes to pay per hour?—Yes.

1455. The assumption, I suppose, is that this scale is founded on the Resolution, viz., that it is the recognised rate?—The recognised rate with the addition of 10 per cent. for the contractor's trouble in providing the labour.

1456. May I suggest whether it would not be an advantage, as you have this rate practically stated in the contract, that it should also be stated in words that it is the recognised current rate?—That is one of the conditions that the contractor has to attend to before he fills in these prices on the last page of the schedule.

1457. If so, would it not be an advantage to have it stated also in the tender?—It might be so, certainly.

1458. Then practically I understand, while you do not yourself lay down what is the recognised rate, you do insist upon the contractor in his contract stating what, in his opinion, is the current rate, and the rate which he proposes to pay?—Yes, virtually it is so.

1459. Supposing you found, as between two contractors giving in their tenders, that the one proposed to pay his bricklayers, say, 10*d.*, and the other 9*d.* an hour, what steps would you take in regard to the matter then?—The question has never arisen yet; but if the rate was manifestly a rate lower than the current rate, either the contract would not be accepted or some further investigation would be made.

1460. You say it has never occurred; does that mean practically your contractors always fill up these schedules at the same amount?—No, they do not fill them up exactly at the same amount; but I have found they always fill them up at a higher amount than the current rate of wage, so far as I know.

1461. Then, practically, in your opinion, your contractors are what we may call fair employers, and do pay without demur the current rate?—Certainly.

1462. Do you think they did so in the same way before the Resolution was adopted?—Yes, I think the contractors we employ always did so.

1463. What I have been speaking about so far is repairs?—Yes.

1464. Does the same apply to works or new buildings?—In the case of new buildings we have no such schedule. The new buildings are almost always carried out by means of a general tender, which includes the workmanship and everything at a lump sum. We have also, of course, the quantities, and the work is measured, and therefore the daily rate of wage does not appear.

1465. In a tender for works or new buildings you would have no schedule with regard to the rate to be paid?—No.

1466. Why do you discriminate between a repairs contract and a works contract?—In a works contract the contractor undertakes to complete the works for a certain sum. Repairs contracts are for small quantities which are ordered from time to time, and may include materials separately and the men's time separately.

1467. Then the only guarantee you have in regard to works that the contractor pays the recognised rate is that one of the conditions of his contract is that he does carry out the Resolution in spirit and in letter?—That is so.

1468. You say you have never had, in regard to repairs or works, any complaint of any sort brought to your knowledge of the contractor not carrying out the Resolution?—None.

1469. Can you explain why it is that in the case of the Office of Works there have been complaints in regard to their contractors, and in regard to your Department there have not been any?—No, I do not know; except that our works are very much smaller in amount.

1470. What is the total annual expenditure, in round figures, on works and repairs?—On repairs about 16,000*l.*

1471. And on works; that varies, I suppose, year by year?—It varies enormously in different places; different works are required from time to time.

1472. Could you give us a rough estimate about what it comes to for works?—It has varied; until a year ago it has been about 35,000*l.*, and last year it was 45,000*l.*

1473. Then roughly, I suppose, I may take it that your expenditure is about 50,000*l.* a year?—Yes.

Mr. *Davitt.*

1474. Is that exclusive of the cost of convict labour on repairs?—Yes, it is exclusive of that.

Mr. *Sydney Buxton.*

1475. In your opinion it is necessary, as I understood you to say, to define the Resolution by adding the words you have added that the rate is to be the rate current in the district where the work is carried out?—Yes.

1476. You add them as words of definition?—Yes.

1477. Do you think it would be possible to carry

Mr. *Sydney Buxton*—continued.

carry out the Resolution in letter and spirit without that definition?—I do not think so.

1478. On what ground?—That it is too vague, and that the contractor might say that the current rate of wage for such and such a trade was so much, referring to some distant part of the country, not the part of the country where he would have to carry out his works.

1479. That is to say there is no general current rate, but district current rates?—Yes.

1480. Have you had no difficulty in connection with those words?—None whatever.

1481. You said in answer to the Chairman as regards the question of materials in the case of what are called "New Works" and "Special Supply," you do not insert the Resolution in asking for the tender?—No.

1482. In your opinion, as I understand, there would be great difficulty in applying it to that case?—Yes.

1483. Is that material for work which you undertake by your own convict labour?—Yes.

1484. It is simply material for what you yourself carry out in the way of building?—Yes.

1485. What is the nature, as a rule, of those materials?—They are all the materials which are used in the different trades.

1486. Such as bricks?—Bricks and ironwork, and plumbers' materials, and plasterers' materials, and carpenters' materials.

1487. Would the contract cover more than one particular material as a rule?—They are divided off into certain trades. I think you will find on the forms that there is one form, for instance, for carpenters' work, and one for stonemasons and bricklayers and plasterers; then the painters, plumbers and glaziers are put together; then the ironmongers, smiths, founders and bell-hangers are put together; and then gasfitters. There are separate Schedules for each, and a separate contractor as a rule.

1488. Take the case of painters; how do you contract for painters without labour coming in?—It is for painting materials, which we use largely ourselves.

1489. You mean paint and brushes?—Yes.

1490. In that case, you do not think it necessary to inquire as to the rate of wages paid in producing them?—I think not.

1491. Do you think it would be impossible or difficult for you to do so?—It might be difficult.

1492. Assuming a complaint was made by, say, a trade union, that a particular contractor under your Department was not paying the current rate, would that complaint come direct to you?—It would come to the Commissioners of Prisons.

1493. They would refer it to you?—They would refer it to me.

1494. What steps would you take to find out the truth of the allegation?—I should probably go to the place where the complaint had been made, and ascertain from the workmen what wages they had received, and ask the contractor to give an explanation.

1495. Assuming the dispute continued, and the contractor denied the allegation, would you think it your duty to see those who had made the complaint personally?—Yes.

Mr. *Sydney Buxton*—continued.

1496. And the contractor?—Yes.

1497. You yourself would inquire into it?—I should inquire into it at once.

1498. I suppose you would decide as to the justice of the case yourself, and then report to the Commissioners?—I should report to the Commissioners, and ask their authority to settle it one way or the other.

1499. And they would give you that authority?—They would give me that authority.

1500. You practically would be the umpire in a case of that sort?—Yes.

1501. May I ask what technical knowledge you have of the building trade?—My education as an engineer.

1502. What knowledge would you have yourself of what is the current rate in a particular trade?—I should ascertain from the unionist secretary what they had arranged on their side, and from the master builders on the other side. As a rule, in all the large towns there is an Association of Master Builders and of men belonging to the union, and they arrange these rates of wages amongst themselves.

1503. That is to say, you would really have no difficulty in seeing what the rate was. The only difficulty that might arise would be in seeing whether the employer was actually paying it or not?—Yes.

1504. That admits, I suppose, of easy proof?—Yes, I think so.

1505. Would you refer to the employer's books, if necessary?—Yes, I should ask him to allow me to do so; and if he refused, probably we should terminate his contract.

1506. Have you had any complaint under your contract that what are called "improvers," that is to say, not first-class workmen, are employed in lieu of the better class of workmen?—No, I have never heard a complaint of that sort.

1507. If you have had no complaints, it is rather theoretical as to what steps you would take?—Yes.

1508. I understand as regards complaints you yourself would be the responsible officer and would examine into them?—Yes.

1509. And you would see both the men and the contractors, and go into the thing carefully yourself?—Certainly.

1510. There is no clause in your contract here that any distinction is to be drawn by an employer between unionists and non-unionists in his employ?—No, we have never done so.

1511. Have you had any notice from the Treasury to the effect that those words ought to be added to the contract?—No.

1512. You have not had any notice of that; it has not come to you, at all events?—It has not come to me.

1513. Have any difficulties arisen with regard to sub-contracting?—None.

1514. So far as your experience and that of your predecessor is concerned, there has been no difficulty in carrying out the Fair Wages Resolution?—None.

1515. Therefore, on the whole, in your opinion, it has worked satisfactorily?—Yes.

1516. Supposing in a case of dispute you found a difficulty to decide what was the current rate and

Mr. *Sydney Buxton*—continued.

and the rights of the case, would you be disposed to call in aid the information in the possession of the Labour Department of the Board of Trade to help you in arriving at a decision?—Certainly.

Mr. *Broadhurst.*

1517. Have you ever called in the assistance of the Labour Department?—No.

1518. Have you had any very large new building works of late years; I mean in one block?—Not since the Resolution has been passed; but before that I have had contracts for 20,000*l.*

1519. You speak of agreeing to sub-letting work where that is "customary in the trade"; what class of work have you in your mind?—It would be where the builder himself is a general builder, and he has to provide a certain amount of special fittings, such as ironwork or work of that kind, which is made more cheaply for him out of his own workshops than in them; he would be permitted to sub-let that sort of work.

1520. Have you ever had knowledge of stonework being sub-let to be worked at quarries in your buildings?—No, I have not. I may say the stonework is not of an extensive nature in our buildings, because we have our own stone, and we work it in our own quarries; that is probably why the case has never arisen.

1521. In the case of large new buildings, I understood you to say that you had a list of contractors?—Yes.

1522. Would you accept the lowest tender necessarily in the case of that group of contractors?—Where we invite a certain number to contract for a given building, we should certainly take the lowest; because we should know that any one of them would be able to carry out the contract. So that we always accept the lowest tender of those we invite. When public tenders are issued, if the lowest tenderer is not a man known to us, we make inquiries as to his capability of carrying out the contract. If they are satisfactory and there is nothing against the man, and he is fully able to do the work, the lowest tender is always accepted.

1523. Have you had any complaints from other contractors outside your list?—No.

1524. Have you anything to do with brushes and mats?—No; those are not in my department.

Mr. *Davitt.*

1525. Have you anything to do with carrying out the contracts in connection with Irish prisons?—No.

1526. I presume the Irish Prisons Board would be the authority?—Yes; they have got their own offices.

1527. Have you anything to do with contracts for the supply of materials for prison warders' clothing?—No; that is not in my department.

1528. Nor for the supply of pencils?—No.

1529. Nor printing?—No.

Mr. *Banbury.*

1530. I understood from your answers to Mr. Sydney Buxton that in the repair contracts a rate of wages is required from the contractor?—Yes.

Mr. *Banbury*—continued.

1531. I presume that is because you do not have an absolute contract with him for a lump sum but he sends in a schedule of prices for the work, and you give him a percentage of profit upon it?—We pay him upon those rates when he supplies the men for day-work.

1532. That is the reason you have the rate of wages put in there while you do not have it put in in contracts for work?—Yes

1533. If you were to put a certain rate of wages in yourself, the result would be that you would first of all have to ascertain what the current rate of wages was?—Yes.

1534. Whereas in this case he puts his wages in, and, if you think it is a fair rate, and you have no complaint, you take no further steps?—Exactly.

1535. Therefore you are saved a considerable amount of labour and trouble by so doing?—Exactly.

1536. You said that it worked well to add the words, "in the district," after the words of the Resolution?—Yes.

1537. I presume your work must all be done in the particular district?—Yes.

1538. Therefore it would be more expensive to the taxpayer if you went out of that district; that is to say, nobody could compete so well in the district as the people resident in the district?—Exactly.

Mr. *Walter Morrison.*

1539. I understand you to say that since this Fair Wages Resolution was passed you find that your tenders are higher than the current rate prevalent in the district?—Yes, they are higher than the current rate of the district in every case.

1540. Can you suggest any reason why the contractor puts his tender above the current rate?—It is in order to protect himself in two ways: first, that there may be a rise during the the triennial period; and then he must be paid for his trouble in providing the men.

1541. I understand you have not, like the Office of Works, any clause in your contract whereby you are bound to increase the sum paid to the contractor as wages go up?—No, we have not.

1542. That is covered in the way you have just explained. Do you always take the lowest tender when you invite a selected list to tender?—Yes.

1543-4. It has been suggested that you should go to the Office of Works to ascertain what the current wages are; would not that diminish the responsibility of your office?—I do not think so; I think to go to another department to obtain the best information, and the most sure information as to facts is no harm to any department; I do not think it would take away the responsibility.

1545. Do you think the Office of Works would take the trouble to beat down prices for another department other than their own?—No; they would only give me the information.

1546. Would not that be opening a branch of the "circumlocution office"?—It might.

1547. You speak of the general builders having to

Mr. *Walter Morrison*—continued.

to sub-let contracts; is it not the fact that every builder has to purchase a quantity of articles which he cannot make himself?—I should think so.

1548. Is there any builder in the world who makes his own glass, for example?—I should think not.

1549. Then take such things as sanitary pipes, mantelpieces?—Yes.

1550. And in most cases I may take it, may I not, that the contractor has to make contracts for the purchase of timber and bricks?—Yes.

1551. And stone and lime?—Yes.

1552. So that it is absolutely impossible to prevent the sub-letting of contracts in building contracts?—Quite so.

Chairman.

1553. Just to clear up one point, in consequence of the question that had just been asked you, do I understand you to say that since the passing of this Resolution, under this form of contract, and owing to it, you think there has been an increase in cost in the work with which you have had to do, other than the natural increase of cost which may have accrued otherwise?—It is very difficult for me to answer that question. I am not clear that the cost has risen very much in consequence of the Resolution.

Mr. *Davitt.*

1554. Have you ascertained whether the current rate of wages has gone up in any particular district in consequence of the House of Commons Resolution?—No, I have not.

1555. Do you know whether the contractor or the workman has benefitted most by the passing of this Resolution?—That I do not know.

1556. Would not it be possible that the extra cost incurred in carrying out the contracts may have gone in extra profit to the contractor rather than in increased wages to the workmen?—I have not investigated that at all.

Chairman.

1557. In the case of either new works or of repairs, do you think that the cost to your Department and the British taxpayer has increased?—I think that the cost of all our works has increased; but I am not at all clear it has been due to the Resolution of the House of Commons. I should myself attribute it rather to the general increase of wages throughout the country.

Mr. *Davitt.*

1558. Has there been an increase of profit too?—That I do not know.

Mr. *Sydney Buxton.*

1559. I understood you to say in reply to me that practically, in your opinion, all your contractors did, before the Resolution, pay the current rate?—Yes.

1560. And therefore, having paid it before, they can still pay it, and naturally it would make no material difference?—It would make no material difference to those men.

Mr. *Sydney Buxton*—continued.

1561. You consider, so far as you are concerned, you are fortunate in your contractors?—Yes.

1562. You said in your examination-in-chief, I think, that you had one complaint from a contractor in which he stated that the recognised rate in his particular trade in the district had increased during the currency of his contract, and on that he claimed an additional amount?—Yes.

1563. And that you declined?—Yes.

1564. Did you decline it because you did not admit there had been an increase?—No; I knew there had been an increase, but I declined it because I was bound by the terms of the contract; it was a fixed rate for three years.

1565. Were not you also bound by the terms of the contract embodying the Resolution, namely, that he must pay the current rate?—Yes.

1566. The contractor had contracted believing he would have to pay the ordinary rate, and subsequently he had to pay a higher rate?—Yes.

1567. Do you not consider that, under those circumstances, it would be just that he should be compensated?—No. I looked at the price which he put down as his contract price, and also at the current rate as raised, and I found he still had his margin of 10 per cent. profit; and therefore I did not think it was at all necessary to raise or to alter the contract, or to make any change whatever in it.

1568. That is to say, you thought his original contract had given him an undue proportion of profit, and therefore there was no occasion to be kind to him?—Yes; he would not be a sufferer.

1569. Assuming his contract had been materially lower, and he had not estimated for that undue proportion of profit, under those circumstances, if the current rate was certainly right, and you recognised that it had been raised since the contract was taken, would you consider him entitled to some compensation for that?—Yes: I should bring the matter forward, and have it considered by the higher authorities.

1570. In this particular case it was not a question of principle involved, but in this particular case you thought he was amply compensated by his contract being higher than it might have been?—Higher than there was any necessity for. I imagine always, when the contractors put down their prices at the commencement of the triennial period, that they will, if they are prudent men, make a small allowance for the variations which may take place.

1571. You would quite admit, would you not, that, if those variations took place, it would constitute a legitimate claim on the part of the contractor for compensation?—Yes.

26 *June* 1896.

Mr. JAMES DUNCAN, called in; and Examined.

Chairman.

1572. WOULD you tell the Committee what position you occupy under the Prison Commissioners?—I occupy the position of Comptroller of Prison Industries.

1573. That is a newly-created post, is it not?—Yes.

1574. You are now fully constituted in that position?—I am.

1575. Will you just describe shortly to the Committee what articles you are responsible for providing for the prison service in general language?—I am responsible for all stores and for all store accounts, and I have the control of all the ordinary industries pursued by prisoners.

1576. I ought to have asked what has been your previous service under the Commissioners?—I have been 40 years in the prison service. For eight years previous to occupying my present post I was store accountant of the department; for 10 years previous to that I was assistant store accountant.

1577. As store accountant, did all the accounts for all the stores in the whole of the prisons under the Prison Commissioners in England come under you?—They passed through my hands.

1578. Are you, therefore, familiar with the various kinds of contracts which have existed for some years for providing these stores?—Yes.

1579. Would you tell the Committee what has been the practice of your department, both before and after the passing of the Resolution of the House in 1891, with regard to fair wages?—The only case in which, as it seems to me, outside labour is employed by my department is that of making the prison officers' uniforms from materials supplied by us. That is only done in cases in which the prison itself cannot make them by prison labour; that, however, is only a temporary arrangement. As soon as we can get skilled instructors, which we are hopeful of being able to do, we shall be able to make all the uniforms within the prison walls.

1580. That is one direction in which you are endeavouring to carry out the proper employment of prison industry without competing with outside labour?—That is so.

1581. I understand you to say that the only things you get from outside in which outside labour is greatly concerned is the making of these uniforms out of material which you supply?—Yes, making them up.

1582. How would you provide that material in the first instance?—The principal material, of course, is the uniform cloth, which is supplied by a contractor, and which has to pass through Pimlico. Pimlico subjects it to a very severe test, and marks every quarter of a yard of it with its test marks; and no cloth is accepted unless it bears those marks.

1583. By the Government Department?—Yes.

1584. When you get that cloth, it has been the practice hitherto, has it not, to contract for making it up into uniforms outside?—Yes, in cases where the prison itself cannot make it up.

Chairman—continued.

1585. In those cases, what has been your practice with regard to carrying out the Fair Wages Resolution of the House of Commons, that not less than the current rate of wage should be paid?—On the 31st of March 1892, a circular was issued to all contractors calling their special attention to the Resolution, and notifying them that any failure on their part to carry out the requirements of the Resolution would compel the Commissioners to consider the question of terminating their contracts.

1586. Have you a list of contractors?—Yes, we have a list of contractors; we keep a list for our own information of contractors who have fulfilled their duties satisfactorily.

1587. Do I understand that your contracts have no special clause in regard to the Fair Wages Resolution?—I was going on to say that the issue of that circular was a temporary arrangement, our contract form having been issued before we took the step of issuing the circular; but in all future contracts, whether for labour, special or otherwise, a clause was inserted embodying the Resolution and requiring the contractors to pay the rate of wages for competent workmen in the district in which the work is carried out.

1588. Do you keep in those words, "in the district?"—We have done so. We adopted those words on the initiative of the War Office. We inquired what other departments were doing with regard to the Resolution, and we found those words in the War Office forms of tender, and we thought they would work well in our department.

1589. Do you remember at what date you introduced the words?—I think it was done in 1892; on the next issue of tenders, at all events.

1590. Those words were introduced at the suggestion of the War Office, because, after working the Resolution without them, it was found desirable to clear the point up?—Yes.

1591. Have you had any complaints since the time of the passing of the Resolution on either side; from the workmen or from the contractors?—As regards the workmen or the unions, we have never had the slightest complaint whatever.

1592. Are you speaking now of all the stores you have had to provide or merely of the uniforms?—All the stores.

1593. Then I suppose you have had practically no experience of how you would deal with anything of the sort because you have had no complaint?—No complaint, I said, from the workers or from the unions; we have had what can hardly be called complaints, but remarks, from tradesmen who were invited by the governors to tender for the making up of these uniforms. We have had remarks mainly from high-class tailors, master tailors, or contractors who have failed to get the contract on previous occasions, complaining of our using cheap London labour in the form of, say,

Chairman—continued.

say, factory work and women's work, as against the better class of tailors.

1594. Taking any particular complaint you have in your mind as an example, can you tell the Committee how you have dealt with it, and how the complaint was settled?—We saw the contractor and put the question to him, and the contractor, a large employer of labour in London, emphatically assured us that he paid the union rate of wages.

1595. Did you satisfy yourself that that was the fact?—Beyond that we did not go, because we did not see what further action we could take.

1596. The complaint did not come from a trades union or from the workmen themselves as I understand; the complaint came from a rival firm, who said that they were employing higher class labour, doing better work, and were being undersold?—Yes.

1597. Did you satisfy the complainants that their complaint was an ill-founded one?—Yes; as a matter of fact the point was reported to the Home Office and dealt with through the Home Office.

1598. Can you give the date of that?—It was about 12 months ago, I think.

Mr. *Banbury.*

1599. Were the people who complained the people who were unsuccessful in obtaining the contract?—Not in that particular case; but as a rule it is so. I may say that in the last four or five years there have been four or five cases; that is all.

Chairman.

1600. Are most of your contracts of that sort in London?—Yes; the tendency has been for these contracts to gradually drift into the hands of large London firms.

1601. Because you get it done cheaper?—They can get the labour cheaper.

1602. And as good work?—Quite good enough for us; it gives perfect satisfaction.

1603. Have you had any complaints from localities that contracts were coming too much to one large centre?—Not from localities. We have treated those complaints as just the ordinary incidents of competition; but we have not had very many of them.

1604. Leaving clothing, is there any other kind of provision of stores about which there is any special form of contract or about which you have had any difficulty of the same sort?—No. When the Resolution first came to our notice the question was debated amongst us as to what contracts we should put it into. It was not very clear whether we should confine it to certain contracts, contracts that involved labour directly or not. The question was asked me, and I said that as it did not seem clear and it was somewhat difficult to draw the line we had better put it into the whole. It therefore appears in all our printed contracts.

1605. Is what you have said of clothing, of which we have been speaking particularly, true also, *mutatis mutandis*, of all the other contracts you have for all other prison stores which you buy outside?—We have had no complaints with regard to anything but clothing.

1606. No complaint of the same character as you have spoken of?—None whatever.

Mr. *Davitt.*

1607. Do you publish your contracts for the supply of these stores?—They are published, they are advertised.

1608. In what papers; only in London?—In London and provincial papers.

1609. Would that include the Irish papers?—Not the Irish papers.

1610. You do not include Ireland?—It has not been usual?

1611. Do you publish them in the Scotch papers?—No.

1612. With regard to material for warders' clothing, do you get this material from one firm or from many?—From one firm; that is to say there is competition, and the best firm is selected, the firm giving the lowest price and having a satisfactory character.

1613. Have you got this material for a number of years from one firm?—No; it is a matter of very keen competition.

1614. You use a large number of pencils in the prison service, do you not?—We get all our stationery from the Stationery Office. We do not buy that.

1615. That is supplied from the Stationery Office?—Yes.

1616. You do not think it your business to ascertain whether the pencils are made at home or abroad?—No.

1617. With regard to your printing, is that supplied to you from the Stationery Office?—We do a certain amount of printing at one of our prisons at Parkhurst, and we hope to extend that to other prisons; but all the material connected with that printing would come from the Stationery Office.

1618. Have you to do with the making of baskets for the General Post Office?—We have.

1619. Do you obtain from the General Post Office the general current market price for that work?—We do not charge anything for labour to any Government Department; we only charge for the material with the cost incidental to manufacture.

1620. Do you not think that, from the point of view of free labour, that is "sweating"?—It is open to that imputation.

1621. Do you not think it would be better for your own department, as well as fairer to free labour, to obtain from the General Post Office the price for your baskets which they would have to pay if they were manufactured by free labour?—It is a question that has been often debated. But first of all it would add to the estimates for the Post Office; and we should have to apply that principle to the whole of our own prison supplies. It would be simply taking money out of one pocket and putting into the other.

1622. It is entirely out of regard for the interests of the taxpayer that you carry on this sweating, if you will pardon my using the term, in

Mr. *Davitt*—continued.

in the making of baskets?—I do not know that I quite agree with that.

1623. I think you said, in reply to a question by the Home Secretary, that you hoped, by-and-bye, to increase the amount of manufactured articles in the prisons when you obtained the service of skilled instructors?—Yes.

1624. Following the admirable example set in the Australian prisons, I presume?—Yes.

Mr. *Broadhurst.*

1625. What do you do with regard to purchasing cloth for the officers' uniforms?—We advertise for tenders for the supply of the cloth.

1626. That is free to the whole country?—Free to the whole country.

1627. What are the firms in London that generally make up that cloth into clothing?—As the result of the last tendering, it all fell to one particular firm, a firm in Long Acre who have been Government contractors, I believe, since 1823.

1628. What was the value of the contract?—The value of the contract last year was between 900*l.* and 1,000*l.*

1629. Did that comprise the whole of the cost of making the clothing for your staff?—Merely the making of it. I may say that all the convict prisons make their own clothing, and a certain number of the local prisons also. Where we get a large prison we get a small sprinkling of professional tailors, and with the help of those men we can make the clothing in those cases.

Mr. *Davitt.*

1630. You manufacture the material for the convicts' clothing, do you not?—Yes, at Wakefield.

Mr. *Broadhurst.*

1631. In those prisons do they make the clothing for the staff as well?—Yes, in the convict prisons and in a certain number of the larger local prisons.

1632. Do you take any steps to ascertain whether the London wages are paid in this factory you speak of in Long Acre?—We have not pursued it further than obtaining the strong denial of this firm, which we have no reason to doubt, that they do other than pay the union wages.

1633. You leave it to the workpeople to complain?—Yes; and I have no doubt that if any good cause of complaint had existed we should inevitably have heard of it from the workmen; for this reason, that all the cloth is marked with the broad arrow, and all the buttons are marked "Prison Department," and therefore it would not be long before some complaint reached us either from the men or from the union.

1634. Do you suppose there are many male persons engaged making up cloth at the factory?—I think the cutters are all males, and the pressers. The button-holers and the finishers are probably women or girls.

1635. Are the cutters human or machine?—In this case they are men cutters.

1636. It is cut by hand still, is it?—Yes, it is a small affair, of course.

1637. If there was a complaint as to wages, or

Mr. *Broadhurst*—continued.

other things connected with the labour, would you have any objection to discussing it with the trades union representing that industry?—It might be a little touchy for a Government Department to intervene between the two. We should be forced to take some steps, I presume, and that seems to be the only step we could take.

1638. If a complaint was made to you, you would have no objection to seeing the person who sent the complaint, though he was an officer of the trades union?—Certainly not.

1639. You would have no objection to consult with the Labour Department of the Board of Trade?—None; in fact we use the Labour Department on every occasion that we possibly can.

1640. Now?—Yes; on other points.

1641. You find it a convenience?—Yes; the Labour Department are very helpful to us in many ways, in the matter of labour rates, and that kind of thing.

1642 Would you have any objection to publishing a list of contractors under your Department?—Personally, no. It has not been usual; but I do not see that any harm would arise.

1643. I understand you are contemplating a period in the near future when the work now done at that factory will be done in your own Department entirely?—Yes.

1644. Have you anything to do with manufacturing brushes and mats?—Yes; we make brushes at Wandsworth.

1645. And mats?—We make for ourselves and Government Departments, but not for sale; that has all ceased.

1646. How long is it since that ceased?—It was in the year 1893.

1647. And what is the case with regard to brushes?—We are making them now at Wandsworth for ourselves and the Post Office, and we hope to extend it to other Government Departments as soon as we can get our arrangements complete for the development of prison industries.

1648. But not for outside sale?—No.

1649. What do you do with regard to brushes and mats, how do you regulate your charges; is it on the same principle as baskets?—Yes, on the same principle.

1650. You simply charge the raw material and charge the cost of administration and transit?—Yes, that is so.

1651. You have already answered the question as to the competition with free labour; do you think that is an endless question and impossible to settle?—Yes, I think perhaps too much importance has been given to the point altogether.

1652. Has it always been with you in your time?—Yes, especially in the last 10 years.

Mr. *Davitt.*

1653. Does the same rule apply with regard to the large number of boots made in your prisons for the London police?—We no longer make the boots for the London police.

1654. Not in Dartmoor?—No; we used to do so but we do not now.

1655. You

Mr. *Davitt*—continued.

1655. You make boots for your warders and civil guards, do you not?—Yes.

Mr. *Broadhurst.*

1656. Practically, the work of your department, so far as labour is concerned, is exhausted with mats, brushes, baskets, clothing, and articles for Government use?—Yes.

1657. And it mainly consists of clothing for your own use, brushes and mats, does it?—And supplies to the Admiralty and the War Office.

1658. Of those articles?—Of bags, hammocks, and things of that kind, and also mail bags to the Post Office.

1659. Has there been any complaint from the East-end of London with regard to your competition in these articles, that is to say, mail bags?—None whatever.

1660. They have never complained?—No.

Mr. *Davitt.*

1661. I suppose such a complaint would be addressed to the General Post Office rather than to you?—Probably; but I think we should be sure to hear of it.

1662. There was a complaint of that sort in Ireland?—Yes. I went to Ireland and heard about it at the time; it was some time ago.

Mr. *Broadhurst.*

1663. But you have had no complaints from Great Britain?—We have had no complaint whatever from Great Britain.

1664. The change made in 1893 with regard to supplying outside persons, that is the public generally, with mats, brushes and so on, has largely circumscribed the difficulties of administration in your office so far as labour complaints are concerned?—Yes, so far as that aspect of the case is concerned; but it has thrown upon us the very difficult work of finding a substiute for mat-making. It is a very serious matter to supply other labour for, say, 3,000 people who used to be employed upon mat-making.

1665. I am afraid that is not a department we can follow you into?—No; I wanted merely to point it out.

1666. When these clothes are made in Long Acre, is there a strict examination as to the quality of the work?—Yes, a very strict examination; the officers are paraded and inspected by the Governors, and they are very particular indeed about it.

1667. That is after the clothes are on, but I mean before they reach the warders and officers, are they examined by any responsible person?—The cloth is subjected to a test at Pimlico.

1668. But after it is made into a coat, I mean?—The test, then, is at the prison where the garments are sent.

1669. They do not go back to Pimlico?—No; I can assure you that the test is very precise and exact. An officer is very particular about his uniform.

Mr. *Sydney Buxton.*

1670. What do you mean by saying that it would be a touchy thing for a Government Department to intervene between the union and the contractor in the case of a complaint of a breach of the Resolution?—I meant that one does not exactly know what it would lead to; whether it would not lead to our getting into trouble with one side or the other if we took up the part of umpire.

Mr. *Sydney Buxton*—continued.

1671. Would you not consider it was your duty, in the case of a complaint of a breach of the Resolution, to see whether that complaint was founded on fact or not?—Yes; I am afraid we could not escape it; I was merely expressing the thought that was passing through my mind.

1672. That is to say, you yourself would rather get free from having to decide such a point?—If you like to put it so.

1673. At the same time I may take it, I suppose, that if the complaint was made, though you might be loth to inquire into it, you would not hesitate to do so?—No.

1674. Do I understand you have done so where there have been cases?—There have been no cases really.

1675. With regard to the one case of complaint you mentioned, which I understand to be of one employer against another, was the nature of the complaint that the contractor was not paying a fair rate of wages, or that he was employing an undue proportion of women to men?—I think the insinuation was that the contractor was a man who resorted to sweating.

1676. That is to say, he was not paying the current rate?—That is the assumption.

1677. The contractor denied that?—Yes.

1678. Did you inform the complainant of the denial?—Yes.

1679. Do I understand you to say that on the whole the complainant was satisfied?—I do not know the after history of the case. We reported it to the Home Office.

1680. Whom did you report to at the Home Office?—As a matter of fact the complaint was made by the tradesman to his local representative in Parliament, who wrote to the Home Secretary, and I think the matter was referred to our department for inquiry, and the inquiries I have spoken of were made and a report made; I do not know the after history of it.

1681. The inquiry I understand to have been something of this sort: You went to the employer and said, "The allegation has been made that you are sweating your workmen"; the employer said, "It is untrue"; what further steps did you take to see whether it was true or not?—We took no further steps.

1682. You simply took the contractor's word for it?—That is so.

1683. Then you referred it back to the central office?—Yes.

1684. And heard no more about it?—We have heard no more of it.

1685. You were satisfied in your mind that the man was paying a fair rate?—Yes.

1686. With regard to the inclusion of the words, "the rate current in the district," in your opinion, is that the necessary interpretation of the terms of the Resolution?—I think so.

1687. That is to say, there are rates current in a district, but no general current rate?—Yes.

1688. Your

Mr. *Banbury.*

1688. Your experience of the working of the Resolution has been that you have had no complaints from workmen, but you have had complaints from contractors who had been unsuccessful, and have taken advantage of this Resolution to make insinuations against contractors who have been successful?—That is so.

Mr. *Davitt.*

1689. Did I understand you to say you went to Ireland in connection with a complaint made as regards baskets?—No; I went to Ireland to introduce a new system of book-keeping, and I incidentally heard of the complaint the honourable Member refers to.

Mr. *Davitt*—continued.

1690. Is it correct that the baskets used in Ireland by the General Post Office are sent over here to London for repair?—I could not say.

1691. Do you repair those baskets in the prisons?—We repair baskets. We do not know where they come from.

1692. You do not know that the organised basket makers of Dublin make a strong complaint against the General Post Office in that respect?—I did not know of that.

1693. Do you not know that they complain that the baskets used in Ireland are not repaired there, but are sent over to London?—I could not say as to that.

Mr. ALFRED RICHARD PENNEFATHER, C.B., called in; and Examined.

Chairman.

1694. I BELIEVE you are Receiver for the Metropolitan Police District; for how many years have you been so?—I have been Receiver for the Metropolitan Police District since the 1st of September 1883.

1695. For a period amply covering the period before and after the introduction of this Resolution?—Yes; I was in office before the Resolution was passed.

1696. As Receiver for the Metropolitan Police District are you responsible for all contracts, both for building and for the supply of all kinds of stores for the Metropolitan Police?—I am responsible for all contracts of every sort.

1697. We have, in the Parliamentary Paper which was presented in 1892, a schedule of the forms of contracts which were made by you, and perhaps it would be convenient now if you would describe shortly to the Committee what arrangements you have made since then owing to the experience you have had of contracts with the view of carrying out this Resolution?—I have not compared the present contracts with those; but I may say whenever we have found a difficulty in the working of a contract, when we are making a new one we endeavour to add some clause to provide for that point. For instance, in the building contract I have rather altered the wording of the conditions there. In the Parliamentary Paper to which you refer, at page 7 it says: "Should the contractor fail to pay the minimum rate of wages above-mentioned without the consent of the Receiver, then the Receiver shall be entitled to pay to any workman who has been underpaid such a sum as will bring up his wages to the rate specified, and to deduct sums so paid by him from any sum due, or to become due, from him to the contractor." In the present contracts I leave that in; but I have put a fresh clause in providing that "Should the rate of wages mentioned be increased by any subsequent arrangement which may be made between the contractor and his workmen, then the contractor shall not consider that the provisions of this clause exempt him from paying the workmen engaged on this contract the increased rates which are being paid to the other workmen in the contractor's employ."

Chairman—continued.

1698. How long have you had that form of clause?—I should think rather over a year.

1699. Has any objection been taken to it by the contractors?—Not by the contractors.

1700. Nor by the workmen?—Of course not by the workmen. I do not know that the workmen know it.

1701. Who has made any complaint; what difficulties have you had with regard to that?—Since this Resolution of 1891 was passed we have had a few complaints, from trades unionists principally, that the current rates of wages were not being paid, but they have been very few; perhaps half-a-dozen in the five years.

1702. Was that with regard to some building contract?—We have had them with regard to many contracts, building and clothing.

1703. Taking a building or a clothing contract (the general principle, I presume, is the same), will you just tell the Committee what you have done when you have had those complaints?—Which contract shall I take?

1704. Take any contract you like by way of illustration. One of the conditions of contract, I take it, is that the contractor shall pay the rate current in the trade or in the district; do you keep in the words "in the district"?—No, I have never used those words, because I find that, especially in the building trade, the Trades Union does not extend to the whole of our Metropolitan Police district, and therefore in small places on the outside we should have some difficulty in ascertaining what the current rate of wages is in the particular district.

1705. But would you interpret that condition "current in the trade" as requiring you to see that the rate of wages in these small outside districts within the Metropolitan Police area are not governed by the general rate in the trade in London?—To take, for instance, Croydon; I believe in Croydon the rates are practically a halfpenny an hour cheaper than in London, and master

Chairman—continued.

master builders in Croydon would object to pay the London rate in the country.

Mr. *Sydney Buxton.*

1706. Is that outside the 12-mile radius?—It is just on the border; it is within the Metropolitan Police district.

1707. The radius of the Metropolitan Police district is 15 miles, is it not?—Yes; I was rather thinking of a station that was near the 15 miles limit, such as Kenley, where I had a little difficulty the other day.

Chairman.

1708. You have no contracts outside the Metropolitan Police area at all, I presume, for building? — As regards building, we have no contracts outside the Metropolitan Police district; but as regards other contracts we have work done elsewhere. For instance, all our clothing is made outside London; it is made principally at Crewe.

1709. In making the contract for clothing at Crewe would you ascertain what the current rate of wages was in the district round there?—That is a very difficult question; because, as regards the contract clothing trade, there is no real recognised rate of wages for the factory labour. I understand that, as regards clothing, the only branch who have a union are the cutters; they have a standard rate of wages; but I believe with the other labour there is no standard rate.

1710. You have a condition, have you not, which you had previous to the passing of the Resolution, that all the work must be done in the factory, and not at the houses of the workpeople?—Yes.

1711. And you have a power of inspection?—Yes.

1712. That is still one of the conditions?—Yes, which we exercise.

1713. I was asking you about the complaints which you have had, and I asked you to take a sample one, either from the building or clothing contracts, and just tell us how you deal with it?—There was one complaint which was made (I think Mr. Buxton was rather interested in it), that our clothing contractor was paying sweating wages at the East End of London.

Mr. *Sydney Buxton.*

1714. What date was that?—It was about the beginning of 1892; I think Mr. Buxton came and saw me about it.

Chairman.

1715. What were the circumstances of the complaint?—I believe the words used were that there was "abominable sweating" going on in the making of Metropolitan Police tunics. After investigating it we found really they were not Metropolitan Police tunics to which the particular complaint referred, but that they belonged to some other force. But I thought it right to make very careful inquiries into the subject, and I sent an officer to Crewe, and he inspected the contractor's books under an order I gave him, and made a report to me as to the wages these different classes of workpeople were absolutely receiving.

1716. What was the result?—I was satisfied that the labourers, both male and female, were being paid a very fair wage indeed.

1717. You say you have had a good many complaints?—I think I said about six.

1718. On all the contracts?—Yes.

1719. Have you ever found any difficulty in settling them?—Not the slightest. I found the contractors always most willing to afford us every information that we have asked for; they have never declined to permit me to see their books, and any information which I wanted they have always given me.

1720. Have you ever got any aid or assistance from the Labour Department of the Board of Trade?—No.

1721. You have had no communications with them?—No.

1722. I think you have had communications from time to time with the Office of Works with regard to building police stations in London?—Yes; the Office of Works kindly gave me the form of their contract, and my contract was, to a certain extent, drafted upon the same lines.

1723. Did you adopt much the same system as the Office of Works with regard to scheduling the rate of wages in the repair contracts?—Contracts for repairs and contracts for buildings are treated rather on different systems.

1724. With regard to the contracts for buildings, you have a condition against underletting without your consent, and you say that competent workmen only are to be employed at specified wages; does that mean that the wages are specified in the lump sum contracts for new works?—In the case of asking for a tender for building a new police station, in the bill of quantities we tell the contractor the minimum rate of wages which he would be obliged to pay to his men, and that minimum rate of wages is practically based upon the trade union rate.

1725. That is embodied in the contract?—That is subsequently embodied in the contract. But the contractor when he is making out his calculations for us knows what we are going to require him to pay as a minimum.

1726. Then you have the further clause which you previously referred to, namely, the power reserved to you to make it up to that minimum out of the moneys due to the contractor if he fails to pay the minimum rate?—Yes; and further, if the wages have increased, as they have increased, for instance, in the last month, the contractor is still bound to pay the increased rate.

1727. Without increased emolument to himself?—Yes.

1728. You accept the contract which, in your opinion, is sufficient to cover a fair rate of wages all round, at least over the time of the contract?—Yes; and as our buildings would always be completed in a year, that liability is not very great.

1729. To take the contracts for general repairs, are those annual, biennial, or triennial?—Triennial.

1730. What

Chairman—continued.

1730. What is the practice with regard to them?—In a contract for general repairs we have it done according to the schedule of price principle.

1731. Do you follow the practice of the Office of Works?—Yes, and the War Office.

1732. With a percentage to the contractor, and on the understanding that if the wages rise or fall the contractor is to get the disadvantage or advantage accordingly?—The greater part of our work is what we call measured work, for which we have got a price stated. Then we have also a provision for day work, in which the contractor is bound to pay his men within a minimum and maximum.

1733. Have you had any complaints, or found any difficulties, as to carrying out those conditions in those contracts?—No. We have had a few complaints about sub-letting.

1734. What has been the nature of those complaints; that the builder had sub-let, and that then the sub-contractor was not paying the proper rate?—Not the second part; the complaint was that the builder had sub-let.

1735. Without your consent?—Yes.

1736. Did you find those complaints well founded?—They were well founded so far that I had not given my consent to the sub-letting. It is chiefly with regard to putting the laths up, and plastering, and stonework, and slating, and some of those special trades.

1737. Was that an under-letting that was different from the custom of the trade?—Practically it is the custom of the trade always to under-let that class of work.

1738. You have not got in your contracts these words, which occur in some Government contracts: "Sub-letting only to be allowed in accordance with the custom of the trade"?—We have not got those words.

1739. You do not allow any sub-letting without your consent?—No.

1740. That gives you a check even in cases where it is the custom to sub-let?—When they apply for consent, I ascertain from the sub-contractor what rate of wages he is going to pay, and I should not give my consent to sub-letting for any portion of the work, for plastering or anything else, unless I was satisfied that the sub-contractor was going to pay a fair rate, and that he was a man who would do the work thoroughly well. Being satisfied upon those points, there is great advantage in allowing the work to be sub-let.

1741. What have you done in regard to penalties; how do you enforce the carrying out of these conditions on the part of the contractors?—Practically I have never had to enforce a penalty with a building contractor.

1742. Have you a list of contractors generally employed for the same nature of work, or do you put all your building up to public tender?—We do not put it up to public tender. I work under the instructions of the Secretary of State, and I am instructed to get at least 12 tenders for every work.

1743. With regard to the publication of the names of the contractors who have got Government work, some questions have been asked; do you see any objections to that from your point of view?—I did not quite understand whether what was proposed was something like what the local bodies have done, as the Metropolitan Board of Works used to do, who published every year a long list of contracts made during the year, or whether what was meant was, what people often do, that as soon as a building contract is taken it should be published in the "Builder" or the "Building News."

Sir *Charles Dilke.*

1744. The suggestion, in the form in which it was put by the Treasury, is that there should be a mere list of names of firms obtaining Government work in connection with contracts over a given sum to prevent its being too long a list (the suggested sum was 500*l.*; but that was a mere tentative suggestion), in order that people might know what were the firms which were supplying Government work?—That, I suppose, would be a Parliamentary Return once a year?

1745. Yes?—I should have no objection to give that information if called upon to do so.

Chairman.

1746. I do not know that I need call your attention to any other contracts for your ordinary stores. To your other contracts, for helmets, turnery, carpets, &c., you apply the condition of no under-letting without consent?—Yes, in anything in which manufacturing is required, like helmets.

Sir *Charles Dilke.*

1747. Do the helmets go to a selected list of firms?—In the case of helmets, we should, as a rule, advertise for tenders, and allow any firm to compete.

1748. Should you take the lowest tender?—No, not necessarily, if we advertised.

1749. You do not agree with the Admiralty witness that the lowest tender is the only test that you can go by?—If you advertise for tenders and let anybody send in a tender, I think you cannot necessarily take the lowest, though I do not say that you may not take the lowest. If you have a selected list of firms I think you are bound to take the lowest.

1750. The acceptance of the lowest tender on open competition for helmets would lead to your getting helmets from India, would it not?—Possibly.

1751. The military authorities having found that helmets are much cheaper in India than they are here?—We should not accept a tender for helmets or clothing unless we first inspected the factory.

Chairman.

1752. To ask again with regard to penalties, I observe that in regard to most of the contracts which you have for articles that are manufactured you apply the penalty system?—We have a penalty.

1753. Is that effectual?—We do occasionally inflict a small penalty; but I do not think it is wise to do so unless the contractor has been really very negligent.

1754. I will only ask you generally, and leave other

Chairman—continued.

other honourable Members to ask any particular question they may desire, has your experience been that the revised conditions which you have now by experience adopted in your contracts do satisfactorily carry out the Fair Wages Resolution of the House of Commons, in your opinion?—Yes, it is our desire that they should.

1755. Both in spirit and in letter?—That is what we are endeavouring to secure.

Mr. *Sydney Buxton.*

1756. I gather from the evidence that you have given that your Department, at all events, do take some trouble to ensure that the conditions of labour under which these different contracts are fulfilled are satisfactory?—We have in every case inspected more than once the factory where the work is done, and we have always entered into friendly conversation with those who were employed.

1757. Both from the point of view of the place itself and the point of view of wage?—Yes.

1758. And the point of view of general conditions?—Yes.

1759. In those friendly conversations do you have complaints made to you on which you were able to arrive at an amicable conclusion with the contractor?—I am glad to say that in every case the officer who has been down has reported that the labourers have been quite satisfied, and appeared very happy and contented.

Sir *Charles Dilke.*

1760. Before the passing of the Resolution of the House of Commons, do you remember a strong complaint from the West Riding of Yorkshire with regard to the class of work we have been speaking of. I think it was with regard to the blue cloth for the Metropolitan Police?—We do not get our blue cloth directly; we let the contractor get it. I do not remember anything about that case. The contractor buys our blue cloth.

1761. Probably that explains the fact why the complaint did not come to you?—Yes.

Mr. *Sydney Buxton.*

1762. In case of a complaint being made to you by a trades union, would it come to you direct?—It would go to the Secretary of State.

1763. But after that it would go to you direct?—Yes.

1764. What steps would you take with regard to it yourself?—In a case like that I should direct the contractor to come and see me.

1765. Assuming he denies the allegation, what would you do?—If it was a question about wages, I should ask him to produce his pay sheets, or some evidence.

1766. He in his contract has stated the rate he intended to pay, has he not?—In a building contract he would, but not in a clothing contract.

1767. I am speaking of a building contract, for the moment. If you found he had not paid the rate he had contracted to pay, you would insist upon his paying it?—Certainly.

1768. Supposing the dispute still continued, and the union continued to make complaints about it, would you see them as well as the contractor?—I have on one occasion seen the representative of the Union.

Mr. *Sydney Buxton*—continued.

1769. With satisfactory results?—They were satisfactory to me, and I hope satisfactory to them.

1770. Do you not think, as a general principle, it would be well to see both sides when there is a complaint, when there is allegation on one side and denial on the other?—As a rule, the complaints come from the trades union, they do not come from an individual man, as a rule.

1771. That is obvious?—As a rule, they perfectly well know that if they do not get satisfaction out of me, they at all events can bring their Member's influence to bear upon the Secretary of State; and, therefore, we are bound to go pretty thoroughly into it.

1772. But I understood you to say that in only one case of complaint had you seen the men individually; is that so?—No. I said in one case I saw the trades union representative.

1773. In the other cases, whom did you see besides the contractor?—In a case which happened a short time ago our clerk of the works took very great pains to find out the truth of the case by inquiring from the men on the works themselves. I got him to make such inquiries as he could.

1774. With what results?—He did not get anything to substantiate the allegation.

1775. When you have stated in your contract that the contractor should pay a specified rate, are the men informed of that, in the same way as they are at the Office of Works, by a card, or in some way of that sort?—No; I carefully considered that point some time ago, and I thought it was not desirable to do it.

1776. Why not?—First of all, in the building trade a builder never, when employing a man, asks him what his wages are; he is bound to pay him the trades union rates.

1777. Then what is the objection to the man knowing he is to be paid the trades union rates?—The objection is this. This case happened only quite recently, I believe, as regards the London School Board, where they publish the rate of wages which the contractor is bound to pay; a rise took place the other day, and then the men seeing that the old rate was still exhibited declined to go on with the work again.

1778. But this was a case, I understand, in which there was no dispute, and the masters had conceded the amount?—The masters conceded the amount the other day.

1779. Therefore it becomes the current rate?—Therefore it becomes the current rate.

1780. Therefore the School Board would have recognised it as the rate that ought to be paid?—No. I understand the School Board then applied to the builder to be allowed to alter the placard that was exhibited at the works, and the contractor said, "No; that is the rate I contracted to pay, and I cannot allow you to alter it."

1781. Did the School Board propose to compensate the contractor for the addition to the wages?—That is as far as I know the facts of that case; but it brings in that difficulty when you publish the rate of wages.

1782. The difficulty arising when there is an increased wage obtained?—Yes.

1783. Could

Mr. *Broadhurst.*

1783. Could not that be met by a clause in the agreement that this is subject to alteration in case of advance or reduction?—It would have been met in this case; because I provide for it in my form of contract.

Mr. *Sydney Buxton.*

1784. That being so, what can be the objection to letting the men know, as well as the contractor, what rate the contractor proposes to pay?—I think it is quite unnecessary to do it.

1785. That is to say the men know it already?—The men know it already. You could not get the men to work below the trades union rate of wages in the building trade.

1786. Would it not, to a certain extent, show the *bona fides* of the Department in the matter if the men were informed as well as the masters?—I do not know why the Department should look after the interests of the men more than the interests of the masters.

1787. I am not asking that they should. The Department insist upon the masters paying the standard rate, and the best check to secure that would be that the men should know the amount they ought to receive, would it not?—The rate we put in is the trades union rate, and therefore the man knows quite well what he has to receive, and he practically knows that is the rate in the Government contract.

1788. You put in your schedule of rates a minimum and a maximum rate. I do not quite understand on what system you put in the two rates, if there is a recognised rate?—That is in a running contract. It goes on for more than one year. That is a contract for three years, and therefore the contractor is bound to put a margin down to allow for a probable increase. The effect of that was this: That the minimum rate of wages which he put down in the first column was the rate which was then current. Shortly after that contract was made, the wages were all increased by practically a halfpenny an hour, and then he applied for permission to be allowed to charge a rate higher than the minimum, which we at once gave him.

1789. But then I do not see the argument for having these two columns in his original contract; because I understood you to say you insist upon his paying the minimum rate which is the recognised rate current at that moment?—Yes.

1790. And if he can show afterwards that he has been penalised by an increased rate, you admit your liability and you would pay more?—That particular form of contract was copied really from the form used by the Office of Works. I am not its father, and therefore I cannot quite say what was the idea in the mind of the person who framed it.

1791. Are you aware that the Office of Works no longer use this form?—I am not aware of it.

1792. I think it is the fact?—I will make inquiries.

1793. If you find that they, on experience, have come to the conclusion that this double column is unnecessary or inexpedient, would you be prepared to follow their example?—Probably when I revise the contract at the expiration of the time I should leave this out altogether.

Mr *Sydney Buxton*—continued.

1794. You said just now that one of your difficulties as regards building contracts was that your metropolitan area extended for 15 miles, and that what is called the London rate only extends 12 miles; have you any practical difficulty with regard to that three-mile fringe?—Yes; I have had to ask the permission of the Secretary of State in two cases quite recently to disregard a tender which had been provisionally accepted, on the ground that I was not satisfied that the contractor was going to give the rate of wages current in the district.

1795. That he was not going to give the rate in the district, that district being in the fringe?—Yes.

1796. Do you mean it was below the rate current in the district or below what is called the London rate?—Below what I believed to be the rate current in the district.

1797. Have you found there has been a difficulty with regard to these contracts within the three mile fringe as between London builders and the local builders?—No, we have had no difficulty about that.

1798. When you make an inquiry into these matters, I understand you to say you have not had occasion to bring in the services of the Labour Department?—I have not consulted the Labour Department.

1799. In cases of dispute in regard to what actually was the current rate, especially in such cases, whereas you have stated there was no recognised standard rate, would it not be an advantage to utilise their information?—I think so; probably now that it has been suggested, I will avail myself of their help.

1800. You would be prepared to bring them in as assessors as it were?—I should be quite willing to consult them upon the point.

1801. Take the case of a clothing contract, for instance, the case at Crewe which you mentioned in 1892, what steps would you take, on a complaint being made, to find out whether the complaint was well-founded or not?—I sent an officer down there and he made very careful inquiries at the homes of the workpeople. They did not in the least know who he was at the time, and he went and chatted with them in the evenings and got a good deal of information from them as to what they were earning, and other points. That was done before we inspected the factory, and before we saw the official books in any way. We heard the workman's side of the question in his own home so far as we could.

1802. Then what did you do?—Afterwards we went to the factory officially and inspected their books.

1803. Was the substance of the complaint made known to the contractor, and was he asked for explanations?—In that case I gave no notice to the contractor that we were going down.

1804. After his factory was inspected was the complaint then stated to him?—I directed him to come and see me.

1805. Did he deny it?—He gave me an explanation, and he told me how he thought the point had arisen. There is always some little secret in all these things.

Mr. *Sydney Buxton*—continued.

1806. And you were satisfied?—I was quite satisfied.

1807. You did not again communicate with those who had originally made the complaint?—I communicated with the Secretary of State. I gave him the result of my inquiries, and the conclusion at which I had arrived, and I suppose the Secretary of State would have communicated with those people.

1808. I meant before you came to your conclusion and reported to the Secretary of State; I understand you did not see them yourself; you only had the first written communication from the trades union, which I believe I sent myself; you have not thought it well to go further and see them, or find out whether they wished to modify or add to their complaints?—I should take it that if the trades union felt that justice had not been done they would not be slow in asking for further investigation.

1809. But would it not, if I may suggest, have been almost better in the case of a complaint made by certain parties that, when the complaint has been denied, those who have made the allegation should be informed of the denial afterwards and asked if they have anything further to say?—Possibly the Secretary of State would do that.

1810. But you, I understand, did see the contractor?—I saw the contractor.

1811. Would not it have been well if you had seen the representative of the men also?—I saw the people on whose behalf the trade union had made the complaint, and I saw the contractor; I did not consider it necessary to see a third party.

1812. But I suppose you can understand that it is one thing for the men to complain through their representatives, and another thing for them to complain individually; I mean from this point of view, that if they complain individually they may personally suffer?—I do not think they would suffer. I would take very good care they did not.

1813. However, you do not think it is your own business necessarily in a case of complaint to see the complainants?—Not when the complainant is a person who, if I may use the expression, is acting, as it were, as a solicitor. That is really where the trades unions come in. They come in practically as a solicitor and lay the case before you. I consider my duty is quite done if I see the contractor who pays the wages, who is the employer, and if I see the employed. If I see those two I do not think it is necessary for me to see the intervener.

1814. But is not there a conceivable case in which both the contractor and the workmen may be satisfied, but which yet from the general point of view of the trade itself and trade unionists is not satisfactory; the representative of the trades unions may make a complaint that the recognised rate is not paid?—Yes, but that would not be a matter for me to deal with; that would be a larger question; the Government would deal with it.

1815. No; my point is that the trades union would say that the current rate is not being paid; the contractor says that he is paying a wage which satisfies his employés; his employés, we will say, are satisfied with that rate, but the trades union say, "That is not the recognised rate;" would you not then consider it your duty still to inquire?—That is a case in the abstract. We began with a concrete case under a clothing contract. The clothing contract is a running contract which was made before the Resolution of 1891, and the honourable Member will see I have not got any clause as regards paying the recognised rate of wages in that contract.

1816. I quite admit that as regards any contract made before the Resolution there might not be any *locus standi;* but I am speaking of contracts made subsequently to that; have no such complaints been made to you of the nature I have stated in a concrete case?—I have had a complaint somewhat of that nature. I had a complaint about the wages paid for making helmets, which possibly is the class of case to which you refer, in which the trade union said that the contractor was only paying 5*s.* 6½*d.* per dozen for making the bodies of the helmets, whereas the trade union rate was, I think, 8*s.*

1817. What would you consider your duty in regard to a concrete case like that?—That case I went very carefully into with the Secretary of State, Sir Matthew White Ridley's predecessor. He himself saw the contractor, and dealt with it very much himself.

1818. Supposing a similar case occurred and was referred to you, would you or would you not, consider it your duty to take it up and see the complainant, the complaint coming not from the workman himself, but from the representative of the trades union?—That case is a very good illustration of the danger there is in the Government trying to intervene between the master and his servants.

Mr. *Banbury.*

1819. The Resolution, so far as I understand, does not bind the contractor to pay the trades union rate; it says nothing about that, but says the rate current in the district?—Yes.

Mr. *Sydney Buxton.*

1820. I prefer to treat it as the recognized rate, and not to speak of the trades union rate, which I think you introduced in your answer. Where does the danger come in in the State dealing with a case like that?—I should like to refer to that case a little further, for it was an interesting case. The contractor had had our contract for a very large number of years, and was doing our work very well. It was one of the largest firms in the City of London, and a very good firm. They were doing their work well; and such being the case we extended their contract for another three years, they agreeing to do the work at the then current price. Before they consented to do that they called all their workpeople together who were employed upon the work, and asked them if they would be agreeable, if they went in for this contract for another three years at that price, to work for the wage which they were then getting.

1281. That wage at that moment being less than what was paid by other employers?—No. The employés met and they agreed that it would be

Mr. *Sydney Buxton*—continued.

be to their advantage that the firm should get our contract, which is a very large contract, and which kept them in permanent work, and they agreed to work at that rate. At the time when this union (I think it was called the Saddle Makers and Harness Makers' Union) thought our contract was expiring they met together and fixed a rate of wages in anticipation of our contract coming out. That rate of wages had never existed before, but they wrote round to all the firms and said, "We shall require you to pay the people who are making the police helmets such-and-such a rate of wages if you get the contract." It was a very large increase; it was an increase of 33 per cent. that they required. Under those circumstances I should have advised the Secretary of State, who was the final authority in the matter, not to have recognised that fictitious rate of wages which the trade union tried to impose upon us when they knew our contract was coming out.

1822. They wrote round to the other employers and they agreed to pay that increased rate?—Yes, they would have felt bound to pay it if they got our contract.

1823. There was only the one firm you speak of that declined to pay that rate, as I understand?—No; in the case of that firm I had already extended their contract for three years, and therefore, of course, they could not pay it. They had got the contract at the old rate.

1824. They practically refused to pay the increased rate; they called their workmen together and came to an agreement with them?—They came to an agreement with them.

1825. I understood you to say that you had extended their contract without putting it up to competition?—Yes.

1826. Is that ordinarily done?—It is done in certain instances. Where the contractor has in the first instance obtained the contract by open competition, and where he then carries it out in a thoroughly satisfactory manner, and gives us no cause of complaint, and where we are satisfied that the price is reasonable, we do sometimes give him a renewal without putting up the contract to competition.

1827. If you had put it up to competition these other firms who had agreed to the increased rate of wages would have been able to compete?—Certainly.

1828. But in order that this rate of wages should not be introduced into the trade you extended this contract for three years; is that so?—Oh, no.

1829. Then what is the inference to be derived from what you have told us?—The contract had been extended long before I knew anything about this desire to get 33 per cent. more wages.

1830. Did the firm know about it?—The firm did not know about it at the time when they took the contract.

1831. What I understood you to say was, that the particular men engaged in this particular trade through their trade union had desired to raise the rate of wages; that they applied to other firms to do that, and they had agreed to do it, but this particular firm in question did not do so because you had extended their contract?—That is practically so.

1832. Then the action taken by the men in regard to their increased rate of wages must have been taken previous to the contract being extended?—No, it was subsequently.

1833. Then where did their pressure come in?—What I intended to imply is this: there is a danger in these matters, because the men feel in a Government contract that they have got their Member on their side, and they can bring pressure to bear upon the Government of the day by their vote, and in other ways, to sanction in a limited market like that for police helmets a fictitious rate of wages.

1834. But in the particular case you mention, so far as I can judge from what you have said, this pressure was, practically, not brought to bear; because no movement was taken until the contract had been already extended for three years?—The danger exists, but in this case it was abortive, because the action was too late.

1835. That is to say, the Home Office action prevented this increased rate of wages being adopted?—It prevented its being considered.

1836. It prevented its being adopted?—Yes.

1837. The result is, that this three years' contract has been extended at the rate to be paid by these particular employers, which is a good deal below what any of the other employers would have paid?—If they could have got the contract.

1838. Would you say that this rate paid by these people was the current rate?—It was the current rate then, and, in my judgment (and I think I have the authority of the Secretary of State to say so), the wages paid were amply sufficient.

1839. Are they the current rates now?—The trades union would say they are not the current rates.

1840. In your opinion they are the current rates?—Yes, because we do more than half the whole business of the country in these helmets.

1841. They are the rates paid by this one firm and by none other?—I will not go so far as to say that.

1842. I thought you said that all the other firms agreed to the increase?—I made inquiries from three of the biggest of the other firms.

Mr. *Banbury.*

1843. You mean they would have had to pay that in the event of their getting the Government contract?—Yes.

Sir *Charles Dilke.*

1844. You say you do half the business of the country in helmets; is not the base of the military helmet sufficiently the same for it to be substantially the same trade?—No; the base of our helmet is three layers of cork, whereas the military helmet has only got two layers.

1845. That makes it a different trade?—It might justify a different wage.

Mr. *Sydney Buxton.*

1846. With regard to these other firms that conceded the increased rate, are any of them making helmets of the same nature?—That is a question which is beyond my cognisance.

1847. Do

Mr. *Sydney Buxton*—continued.

1847. Do you mean you have no information as regards that?—I have no information. I could get it.

1848. Have you ever had a complaint in the case of a contract for any of these different accoutrements, for clothing, helmets, and so on, as to the contractor at the time of taking the contract employing a certain proportion of men to women, and, subsequently to receiving the contract, altering the proportions of his men and women and employing a larger number of women and a less number of men?—We should not interfere in such a case.

1849. Have you ever had a complaint of that sort?—I have never had any complaint of that sort.

1850. If you had you would not intervene?—No.

1851. Even though the employer had, in his contract, contemplated employing so many men?—The contractor does not tell me upon what basis he arrives at his estimate.

1852. You would not consider that a breach of the spirit of the Resolution?—Certainly not, as long as the women were paid fair wages.

1853. If he superseded men at a high rate by women at a low rate of pay, would you not consider it your duty to intervene?—Not if the work was satisfactorily done.

Mr. *Davitt.*

1854. Would you make yourself the judge of what the fair rate was for women labour?—That would be rather dangerous.

1855. How would you ascertain what would be a fair rate for the women?—That is rather an academic question.

1856. You said you would not interfere as long as the women were paid a fair rate of wages?—In the case I have referred to I had to see what the women had received, and I found that a great many of the women were getting more than 20*s.* a week; I am speaking of the Crewe case.

Sir *Charles Dilke.*

1857. Were they tailoresses; what class of labour were they employed on?—They were machinists, a great many of them were getting over 20*s.* a week. I consider that is a wage which a woman should be very glad to earn.

Mr. *Davitt.*

1858. But would you consider that a woman should be paid the same wage as a man for the same level of work?—That is too academic a question for me to answer.

Mr. *Broadhurst.*

1859. You said once before that you had investigated a question of wages, and that you thought the wages paid were quite reasonable and sufficient?—Yes, in the case of helmets.

1860. And I understand you to say the Secretary of State had confidence in your judgment. Upon what basis did you make your calculation in deciding that the rate of wages was a good rate?—In this particular instance I found the average wage a man was earning, taking the whole of

Mr. *Broadhurst*—continued.

hours worked, was 2*l.* 4*s.* 4*d.* a week, and I thought that was a wage which was amply within the terms of the Resolution, and could not be considered sweating in any sense.

1861. Is it not the worker who has the right to determine the wage?—He has; but, on the other hand, the Government come in and interfere in the matter, and protect him; and I think the Government protection should only come in in those cases where the Government feel that the man is being underpaid.

Mr. *Sydney Buxton.*

1862. Do you consider that under your contracts the women are, as a rule, receiving as high a wage as 20*s.* a week?—I do not know in what other contracts they are employed beyond clothing.

1863. I take it from you you would not consider it a breach of the spirit of the Resolution if the contractor, in order to make a larger profit out of his Government contract, superseded his adult male labour either by women or by younger persons?—The trades union would object to that labour.

1864. I am asking your opinion, not that of the trades unions?—I do not think I should interfere. Again I must qualify my answer by saying that I am only the servant of the Secretery of State, and, of course, if I received instructions that I was to interfere, I should be bound to carry them out.

1865. But so far as you are concerned, speaking officially, you would not consider it your duty to report to the Secretary of State that such a case as that constituted in any way a breach of the spirit of the Resolution?—Not unless we had laid down when we made the contract what proportion of women and young people the contractor might employ.

1866. I do not think in your contracts you insert the words, that no difference is to be made between the employment of unionists and non-unionists?—We are very particular about that; I have verbal orders from the Secretary of State that I am never to make any inquiry as to unionists or non-unionists.

1867. You do not insert any clause in your contract?—No.

1868. Have you had any communication from the Treasury on that point?—I have got orders from the Secretary of State that I am never to make any inquiries on the point of unionists and non-unionists.

1869. Have you had any further instructions than that?—No.

1870. You said most of the complaints made about sub-letting came from the plasterers?—Yes.

1871. What is the nature of the complaints?—That it is sub-let.

1872. What do they say?—The plasterers have a union under which they have got a special clause, I think, in their rules dealing with plastering for Government contracts, and one of their complaints is, that the large quantity of plastering which is sub-let is not done by a member of their union, that the man is not connected

Mr. *Sydney Buxton*—continued.

nected with their union in any way, and, in fact, I believe he lives at Tunbridge Wells.

1873. Have you had cases in which the workmen say that, by this sub-letting being allowed, the sub-contractor, in order to make up his own profit, does not pay the recognised rate to his men?—If he was not paying the recognised rate of wages, I should dismiss him at once.

1874. In your opinion, these cases of sub-letting are not substantiated as real grievances?—I have been very grateful to the trades unions for calling attention to any point; in fact, we have always thanked them for calling our attention to any case, because, although I do not think they have always substantiated their complaints, we have been very glad to investigate them.

1875. In dealing with the question of the Resolution, I gather that you have found on the part of the men as well as the masters there is a desire to carry it out substantially?—The masters have got no choice; they could not keep the contract if they did not comply with the requirements.

1876. On the whole, you find that you have been able to carry out the Fair Wages Resolution satisfactorily?—I hope so.

Mr. *Broadhurst.*

1877. You said just now you are very much obliged to the trades unions for calling your attention to difficulties and complaints?—Yes.

1878. That attention, I presume, was directed by the officials of the trades unions?—Yes; by the secretary generally.

1879. A short time back, with regard, I think, to the Crewe case, you said you preferred to deal directly with the persons affected rather than with the trades union official?—I was referring to the helmet case. In that case the complaint was made to the Secretary of State; it came before him, and the conduct of the negotiations rested entirely with the Secretary of State and not with me.

1880. That was the case in which you said you regarded the trades union official somewhat in the light of a solicitor?—Yes.

1881. But in the case of these building contracts, I understand you to say you are under some obligation to the trades union; why might not you be so in the case of the helmet contracts?—In the case of the helmet contracts the trades union was, I am afraid, not a very genuine affair; it was not really a properly constituted body; I think it was more or less a bogus trades union; I did not believe in it.

1882. Your objection, I fear, to deal with the trades union official was not limited to that particular case; you gave it as a general reply?—I think, if you study the answers I have given, you will find that I started by saying that in one particular case I asked the trades union secretary to come and see me, which he kindly did; I also said I have asked the Secretary of State in two or three instances to thank the trades union for calling attention to points, especially in the case of sub-letting. But then when you ask me whether, when I am investigating these cases, I am to go to the trades union and get my information from them, or have direct dealings

Mr. *Broadhurst*—continued.

with them, I say I think perhaps, as a rule, it is better not to do so.

1883. You wish this view of the case to rule your reply: that, generally, you would deal with the officials of the union?—They very nearly always make the complaint.

1884. You have no objection to deal with them?—I have no objection to receive complaints from the trades unions.

1885. And to deal with them?—I have no objection to deal with the complaints.

1886. You have no objection to deal with, and negotiate with, the officials of the trades unions?—I do not recognise that, in every instance, the trades union has got the right to interfere in the case of our Government contracts.

1887. Wherever their members are employed they have the right to interfere, have they not?—Probably in your view.

1888. But have they not in the correct view?—Possibly.

1889. Are you aware that some of the largest works in this country deal directly with the trades union officials?—I am not aware as to that.

1890. You can easily imagine that, if you have 5,000 workpeople, you would rather deal with one official representing the whole than with the 5,000 individually?—I quite agree in that matter.

1891. With regard to this question of piecework and sub-letting, you mentioned bricklayers, plasterers and slaters?—I did not mention bricklayers, or if I did it was a mistake.

1892. It would have been quite correct if you had mentioned them, I mean as to complaints within this last 10 years; is it not the question of piecework (if you can distinguish between that and sub-letting) that the plasterers have chiefly complained of?—The plasterers have never brought a definite complaint before me that it was piecework; but I quite understand what you mean.

1893. I mean so much per yard?—Yes; that piecework business prevails very much as regards the bricklayers' trade, probably quite as much as with the plasterers, but I have never had a complaint about it.

1894. You said, with regard to the piecework, to which you were referring, that there were advantages connected with it; what are the advantages?—I said with regard to sub-letting there were advantages, I did not say so with regard to piecework. I said, with regard to sub-letting, there were occasionally distinct advantages in allowing the work to be sub-let, because there is no doubt, except in the case of very large firms, the contractor does not keep qualified slaters and qualified plasterers and qualified plumbers employed all the year round, and therefore it is a great advantage, if you want your work to be well done, to let him put out these special trades, so long as you are satisfied that the sub-contractor is paying a fair rate of wage for the work done.

1895. Do you think there is a difference in the speciality of plumbing and plastering?—They are special

Mr. *Broadhurst*—continued.

special works; I do not know that I understand the question.

1896. It is much commoner, is it not, for a builder to employ his own plasterer than it is to employ his own plumber?—As a matter of fact, I take it your information is correct, but the complaints I have had have come much more from the plasterers than from the plumbers.

1897. Have you agreed at times with the complaints?—I have so far agreed in one or two instances as to tell the contractor that he could not obtain my consent to it, and until he obtains my consent, I stop the work; I send away the workmen.

1898. What effect do you consider that the new clause, the amended clause you read to the Committee, will have upon the position of the work?—I think it will have the effect that the contractor will see that he has got a liability there which he will have to make provision for in the amount of his contract; therefore I think we shall have to pay him a little more, in order to ensure him against any possibility of loss upon this clause; but, on the other hand, we shall be able to compel him to pay the increased rate. To take, for instance, this increase which occurred the other day; the contractor would have no claim to say to me: "I cannot pay the men employed upon this job the increased wages, because I have entered into this contract with you." I should say to him: "Yes, but it is distinctly provided that you shall pay the increased wages."

1899. Did you receive complaints more frequently previous to the Resolution of the House of Commons than you have done since?—We received no complaints in the olden days.

1900. Not previously to the passing of the Resolution?—No, practically none.

1901. Did you not receive complaints about the work in the new Police Offices?—The only complaint we received there was as regards plastering, which was sub-let.

1902. I mean as regards the new Police Offices on the Embankment?—Yes.

1903. Did you not receive a complaint as to sub-letting the stonework?—Yes; there was a compaint that the setting of the stonework had been sub-let, but it was not really sub-let in the ordinary acceptation of that word.

1904. Was not the working of the stone sub-let also?—The working of the stone was done at Dartmoor; it was done by convicts.

1905. That was the granite portion?—Yes.

1906. That was done in your own prison?—Yes.

1907. What I am asking about is the stonework, the Portland stone?—The Portland stone work was sub-let; it was sub-let to a very good firm.

1908. My question is not as to the position of the firm; but the question is was it sub-let?—It was sub-let.

1909. You received a complaint that it was sub-let, did you not?—I was told it was sub-let.

1910. You received complaints about it?—The Secretary of State did.

1911. Did not complaints reach you which were being constantly made which led up to the Resolution of 1891, as to your own works in police stations here and there as regards plastering, bricklaying, and carpentering; perhaps you did not keep a record of it in those days?—We should have kept a record of every complaint that was made, but there were not many complaints; I think practically none.

1912. I have knowledge of many being made?—I think I remember one case which you personally brought to my notice at Upper Holloway.

1913. You were speaking about the fringe between the 12 and 15 miles radius?—Yes.

1914. You said you had had some difficulty recently; you mentioned three cases, I think?—Two.

1915. Whereabouts were they?—One was at Kenley near Croydon, and the other was at Greenford near Hanwell.

1916. You spoke of the difficulty of dealing with the Croydon district, the rate at Croydon being, as I understood you to say, something less in the wage per hour than the London rate?—So I understand.

1917. That information is not correct, I fear?—I can only give you the information which the builders gave me. I required them to pay a certain rate of wage and they wrote back to me to say they declined to pay it on the ground that they were members of the Croydon Master Builders' Union, and that the current rate of wages for that district was a halfpenny under the sum which I had required them to pay.

1918. Did you take any steps then through the Labour Department of the Board of Trade, or through the secretary of the trades union, to ascertain whether that employer's statement was true or not?—I did not accept it; I did not give him the contract.

1919. As a matter of fact, the wages at Croydon and the conditions there have been precisely the same as they were in London since 1892?—Very likely; but, with the permission of the Secretary of State, we did not allow the contractor in that case to take the work.

1920. Who did the work?—The contractor who took the work pays the full rate.

Mr. *Davitt.*

1921. How do you differentiate between the full rate and what you call the current rate in the district?—I mean he pays the rate which I specified in the specification he was to pay.

1922. That was above the current rate as laid down by the Masters' Association?—So they said; they said it was a halfpenny above the rate that ought to be paid.

1923. Was the rate that you paid the trades union rate?—No; as I understand, at Kenley there is really no recognized rate for that particular spot. That is a question upon which I may be wrongly informed. We have had two or three cases of that sort; one was at Kenley, and there was one also at St. Mary Cray. It is difficult to find out whether there is a recognized rate there, but we have made every possible inquiry in the matter.

1924. I understand

Mr. *Broadhurst.*

1924. I understood you to say that in future you would not object to avail yourself of the services, in case of doubt, of the Labour Department? I am very glad to have the suggestion.

1925. So that in the case of these isolated places in the future the difficulty might be obviated by your consulting that Department?—Yes.

1926. Now, may I go back for a moment to the Crewe case? Your inspector investigated the affair at the homes of the people; that is to say, obtained information, and asked their wages, and afterwards obtained information from the books of the employers?—Yes.

1927. Did the two accounts square with each other substantially?—Yes, he told me they did; unfortunately the officer who made the inquiry is dead now, and therefore I have not been able to refresh my memory in any way about what he said at that time; but my recollection is that he was thoroughly satisfied.

1928. With regard to the wage question, you do not, I presume, constitute yourself an authority as to whether the wages are sufficient or whether they are not, whether they are 2*l.* 10*s.* a week or whether they are 16*s.* a week?—I should constitute myself an authority as to whether the wages are too little; whether they are too much is another question.

1929. You would constitute yourself an authority as to the minimum?—Certainly I should, when giving out a contract.

1930. But the point in the Resolution that forms the subject of this inquiry is in the main as to whether it is the current wage of the district, is it not?—No, that is not what I take it to be. The Resolution says, "To secure the payment of such wages as are generally accepted as current in each trade."

1931. The person into whose hands that Resolution is placed is not supposed, is he, by its terms to be the arbitrator of whether the wages are sufficient or not. For instance, taking the case of a young woman earning 1*l.* a week at machining, her labour might be worth 30*s.*?—Who is to be the arbitrator?

1932. I do not say there are not cases constantly occurring where your decision might not be of the greatest advantage to the people, where there is no organisation; but, generally, that Resolution had regard to wages established by the trades unions?—Do you mean to say that this Resolution implied that if there was not a trades union for a particular trade, a trades union must be at once formed?

1933. I should be very glad to see that, but it does not imply that?—A few answers ago I explained that in the clothing trade, so far as I knew, the cutters were the only class of workmen who had a trades union.

Mr. *Davitt.*

1934. May I take it that your answer implies that the views of the trades unions as to what ought to be the current rate of wages are necessary in forming your judgment. Supposing you were in doubt as to what was the current rate of wages in the trade in a district, do you think that the views of the local trade union are necessary in order that you may form a correct judgment as to the rate of wages?—Certainly, it is most desirable that I should ascertain them.

Mr. *Davitt*—continued.

Sir *Charles Dilke.*

1935. The only questions I should like to ask arise out of answers given by you to questions that have been put to you. You say that your directions from the Secretary of State are never to make any inquiry as to the employment of unionists or non-unionists. Did you receive the Treasury circular which has been alluded to in the evidence of some of the other witnesses as having been received by some Departments and not by others upon that point?—The Metropolitan Police is not under the Treasury.

1936. But I suppose if the Home Office received such a circular they might communicate it?—It would be within the discretion of the Secretary of State to send it or not; but it would not be binding upon the Metropolitan Police unless the Secretary of State gave such a direction.

1937. You have not had it?—I have not had it.

1938. Are you acquainted with the terms of it?—No, I never heard of it

1939. You are aware, perhaps, that some difficulty might arise in this way: that a firm takes a contract, and then having taken the contract proceeds to discourage the employment of trades unionists at the particular works belonging to that firm at which a Government contract is being executed, and if you say your orders are never to make any inquiries as to the employment of unionists or non-unionists, you would not inquire if complaints were made to you that they were dismissing unionists at certain works where they were executing a Government contract?—Under the present orders of the Secretary of State I should consider that I was exceeding my duty if I inquired into that point.

1940. Your answer, then, is that the promise of the Treasury, given in the House of Commons in the printing case, which was given generally as applicable to all Departments of the Government, has not been brought to your notice?—No.

1941. To go to another matter, you were asked your interpretation with regard to the meaning of the words "current in each trade," and how far it affected districts. The case frequently arises, does not it, of a much lower rate being current in a particular place near a large manufacturing town than the rate current in that town?—That has not come under my notice.

1942. With regard to the reply you made to me as to a contract for blue cloth for the Metropolitan Police, you said that was a matter for the contractor, not for you?—The contractor buys the cloth; that really comes under what the previous witness alluded to, that in making such a contract we should require the contractor responsible to us to be also responsible that his subcontractor should pay the fair rate. It is a very wide question.

1943. Have you considered the terms of the Resolution of the House of Commons as bearing upon that point; it seems to cover it?—In its wide sense it would cover it, but I think we might

Sir *Charles Dilke*—continued.

might get into many difficulties if we carried it to its logical end.

1944. Surely the change that was made by Mr. Plunket in the original Resolution as proposed by Mr. Sydney Buxton rather strengthened than weakened it in that respect?—I do not remember exactly what the change was.

1945. At all events, taking the Resolution we have to deal with, you would admit that it does rather point in the mind of an ordinary person to your investigating such cases?—That point has been very present to my mind. Take, for instance, the case of bricks, of which an immense number would be used in building a large building; if we say that the man who lays the bricks is to be paid a certain rate, ought we not equally to say that the man who makes the bricks is to be paid a certain rate? Where should we stop short?

1946. No doubt you might contend it is difficult to draw the line, but you would admit, would you not, that such a case as this blue cloth made specially for the use of the Metropolitan Police would be a marked case?—I think the difficulties in this case would be very small, probably, in carrying out the idea which you suggest.

Mr. *Davitt.*

1947. Have you had to do with any organisation of employers?—No, none.

1948. In the case of a possible dispute between a contractor and an employer would you refuse to deal with an official of the employers' association?—I think I should, but the case has not arisen yet.

1949. You would follow the same rule you do with regard to trades unions?—I should say, if the man has a grievance, let him come and see me.

1950. With regard to Ireland, have you any contracts carried out in Ireland for the purpose of your police clothing?—We had at one time at one place, Limerick, but it ended in a fiasco.

1951. Your clothing material is generally made here in England?—Yes.

1952. Have you ever had any contracts in Scotland?—None; a Scotch firm tried to get a contract of ours, but did not succeed.

1953. Nor Wales?—No.

1954. How do you advertise your contracts; n the London press alone?—As a rule only in the London press and in the large towns.

1955. Do you think that is fair to Scotland and to Ireland?—As regards the clothing contracts, I took very great pains to see that everybody who was capable of carrying out our contract had an opportunity of tendering. I wrote round to every large police force and asked them who made their clothing. I then wrote to the War Office and asked them to let me know the names of all contractors whom they thought were good. When I got the names I made out a list of them; there were not so very many. I then sent the list to the factory inspector. I asked him if he would kindly depute his official in each district to visit the factory, and to let me know what the general state of things was, and whether he thought the firms at all capable of turning out anything like the number of garments that we required. The factory inspector kindly did so, and he sent me a confidential report. In some cases his report upon a firm was that it was a noted sweating house, or some such remark, and of course those firms I struck out. To everybody that was left in the list I sent a form of tender inviting them to compete.

Mr. *Davitt*—continued.

1956. You say you wrote to other police forces; did those invitations include Scotland and Ireland?—Yes, it included Ireland, and in Scotland it included Glasgow and Edinburgh; I do not think I went beyond that.

1957. Did those remarks about sweating come from Ireland?—No, not from Ireland.

1958. Has the cost of your contracts gone up since the Resolution of the House of Commons was passed?—The surveyor thinks it has, but it is very difficult to say whether it has gone up in consequence of this Resolution. I think a certain proportion of the increase you must put down to the Resolution.

1959. Are you satisfied whether this certain proportion of increase that you speak of is due to increased wages for the workmen or to increased profits for the contractor?—I think there is no doubt the workmen have got better wages all round, and I expect the contractor has got his percentage also.

1960. When you say no doubt working men have got more wages, have you ascertained that as a fact?—We know it as a fact as regards all building trades, and taking the helmets, I ascertained that they had had an increase. It is now five years ago since the last increase was given, as far as I know.

1961. In those two instances you have ascertained by inquiry that the rate of wages has gone up?—Yes.

1962. As a consequence of this Resolution?—I do not say that.

Mr. *Banbury.*

1963. One effect of the Resolution has been, at any rate, in one instance to encourage a combination amongst workmen to exact a larger rate of wages by 33 per cent. than the rate has ever been before in view of obtaining a Government contract?—To try and exact it.

1964. I understood you to say in answer to Mr. Sydney Buxton that, although the other employers agreed if they obtained the contract to pay this excessive rate of wages, it was not the fact that in their ordinary course of business they had ever paid this rate?—When the complaint was made that our contractor was paying 33 per cent. less than other contractors, I then wrote round to all the other helmet makers, who none of them do a very great business, and asked them whether they knew anything about this Resolution as to this increase, and the answer I got from three or four of them was to the effect that it had been communicated to them, and if they had obtained our contract they would have been obliged to have paid it.

1965. Were they actually paying it for their work?—Not at the time when I made the inquiries; I cannot tell whether they are paying it now.

1966. At

Mr. *Banbury*—continued.

1966. At that time they were not?—At that time they were not.

1967. Therefore it was practically in consequence of this Resolution of 1891 being put in your contract that the workmen endeavoured to increase the rate?—I personally have no doubt but that that was so.

1968. In view of that statement, if it is understood that the contractor is to pay a higher rate of wages during the currency of his contract, that might have a similar effect to what you have just said: it might encourage arrangements between workmen and contractors to obtain a higher rate of wages out of the Government after they have once obtained a Government contract, on the ground that the rate had increased in the district?—Yes.

Mr. *Banbury*—continued.

Mr. *Davitt.*

1969. You say that might occur, but have you any information that it has ever occurred?—No, I have not any information.

Mr. *Banbury.*

1970. That sort of thing, you say, has never occurred?—It has never occurred to my knowledge.

Tuesday, 30th June 1896.

MEMBERS PRESENT:

Mr. Allison.
Mr. Broadhurst.
Mr. Sydney Buxton.
Mr. Davitt.
Sir Charles Dilke.
Sir Arthur Forwood.
Mr. Maclean.
Sir Matthew White Ridley.

SIR MATTHEW WHITE RIDLEY, BART., IN THE CHAIR.

Mr. SPENCER WALPOLE, called in; and Examined.

Chairman.

1971. You are the Secretary to the General Post Office?—Yes.

1972. Does this Paper which the Committee have before them, Appendix Paper, No. 8, show your forms of contract?—It is an abstract of the various forms I handed in, which has been prepared by the clerk of the Committee, I believe.

1973. It is an abstract of your forms of contract?—Yes, of the forms of tender. I handed in copies of all our forms of tender in accordance with the request of the Committee.

1974. Will you just describe to the Committee what your Department has done in the way of carrying out the Fair Wages Resolution?—We have inserted the Fair Wages Clause in every contract made since 1891, with the exception of contracts for the conveyance of mails by steam packet companies and by railway companies. Perhaps I ought also to except (although they are not actual contracts) agreements with railway companies for the maintenance of telegraphs along their own lines.

1975. Have you made any change in the form of your conditions since you first had to carry out this Resolution?—No, we have maintained the same forms, following as nearly as possible the words of the Resolution.

1976. May I ask, generally, have you had any complaints from any persons affected of the Resolution being broken?—No, we have had no complaints of any kind.

Sir *Charles Dilke.*

1977. Have you had some complaints, through the House of Commons, as to the Resolution not being applied in the case of the packet contract?—Yes.

1978. There was a Resolution of the Trades Congress Parliamentary Committee, and some action was taken in the House of Commons?—Yes, I have stated that the Resolution was not applied in the case of the steam packets contract.

1979. There has been some complaint with regard to that, has there not?—There has been notice, rather than complaint, of it in the House of Commons.

Chairman.

1980. As to your contracts, of which we have a list in this Paper, including clothing, tarpaulins, clothing for officers, and all kinds of stores, I see that in all of them you prohibit the transfer of a contract without the written permission of the Controller of Post Office Stores?—Yes, the permission of the Postmaster General in some cases, or of the Controller of Stores in other cases.

1981. You forbid the sub-letting of the contract, or any work to be performed under the contract, "other than such sub-letting as may be customary in the trades concerned"?—Yes.

1982. And the wages paid for all work performed under the contract are to be those "generally accepted as current in each trade for competent workmen in the district where the work is carried out." Am I right in saying that is a universal condition in all your contracts?—Yes, with one exception: in our mail-cart contracts the words "in the district" are omitted.

1983. Will you give us the reason for that?—I presume the reason is, that the mail-cart runs very often through a very large district, and the wages at one part of the district might be different from the wages in another part of the district. For instance, take the case of the cart running from London to Guildford.

1984. By the wages, you mean, I presume, the wages of the drivers?—Yes; of course it applies there simply to the wages of the drivers.

1985. Then, with that exception, those words are inserted in all your contracts, of which we have a list in this Paper?—You will understand, when you speak of this list of contracts, these are the heads under which are divided many thousands of contracts.

1986. Then, may I take it, with regard to all your contracts under these different heads, you have had no complaints of the Resolution being broken?—We have had no complaints.

1987. And you have seen no reason to alter the form of contract which was originally started shortly after the passing of the Fair Wages Resolution?—No, I think it is quite satisfactory.

1988. Do you enforce the conditions by a penalty, or by removing the names of the contractors

Chairman—continued.

tractors from your list?—There are cases in which the conditions are enforceable under a penalty; but the usual penalty would be cancelling the contract. If you look at No. 8 in that paper, you will see there is a penalty in the case of the clothing contract.

Mr. *Sydney Buxton.*

1989. That penalty is only for an infringement of the condition as to the work being done at the factory, and not at the homes of the workpeople?—Yes.

1990. It has nothing to do with the Fair Wages Resolution?—No.

Chairman.

1991–2. Have you a list of selected contractors for all your stores, or do you advertise publicly for tenders?—In certain cases we have a list of selected contractors. For most of our telegraphic work, where it is work for which there are not many competitors, we have a list of selected contractors to whom we send the tenders. In other cases we simply rely upon open advertisement. Take, for instance, the apparatus for telegraphic instruments; there are a certain number of firms selected to tender.

1993. Then I take it that where you have such a list of contractors you have found in that case that the removal, or the threat of removal, from that list is a sufficient inducement to maintain the observance of the conditions of your contract?—I think so; but, as I stated before, we have had no complaints as to the non-observance of these conditions.

1994. Have you found any difficulty on the part of contractors?—No.

1995. So far as you are able to judge, do you think there has been any increase of cost in the articles you have contracted for attributable to that particular condition?—No, I can see no increase of cost that is attributable to that condition. Of course, since 1891 wages have varied very materially in some cases; but I have no reason to suppose that the variation is due to the Fair Wages Clause.

1996. Have you any suggestion to make with regard to this condition?—No; I should be disposed to maintain the condition.

1997. You consider it has worked well?—Yes, so far as I know.

Mr. *Sydney Buxton.*

1998. Do I understand you to say that there have been no complaints with regard to the infringement of the Fair Wages Clause since February 1891, or since you have been at the head of the Post Office?—Certainly not since I have been at the head of the Post Office; and, as I am informed, there has been no complaint since 1891.

1999. Was there not a case, which will be within your recollection, though it was before your time of office, in regard to the question of the contract for baskets?—Do you mean as to the rate of wages paid by the contractor?

2000. As to the conditions under which the contract was worked?—Are you not referring to

Mr. *Sydney Buxton*—continued.

the work done in our own factory by our own workpeople?

2001. There was a question with regard to that also; but was not there a question as regards the conditions under which the contract was worked?—I am not aware of it. Perhaps I may ask my technical advisers upon the point.

2002. I will not pursue it now; if there is a case I will bring it up by-and-by. Assuming there were a case of complaint, what would be your mode of proceeding with regard to it; assuming, for instance, a trades union complained to you that a contractor in a certain district was not paying a fair rate, what would be your course of proceeding?—I should endeavour to investigate the complaint to the best of my ability, and probably with the help of the Board of Trade.

2003. You mean the Labour Department of the Board of Trade?—Yes; that is the course, I think, I should take in such a case; and if I were satisfied that the complaints were well founded, and that the divergence was serious, I should advise the Postmaster General to cancel the contract.

2004. Taking a concrete case, will you tell us what steps would be taken, assuming a complaint were made; I take it, it would come to you direct?—Probably, if it was a serious complaint.

2005. I am assuming the case of a serious complaint of a breach of the Fair Wages Resolution; what would be the next step?—The first step I should take would probably be to call for a report from the Department immediately concerned, either the Director of Stores or the head of the Telegraphic Department, as the case might be.

2006. What step would the Director of Stores take to examine into the rights of the case?—He would, I presume, satisfy his mind as to the rate of wage that was payable in similar trades, and would report to me on the subject.

2007. He himself would make that inquiry?—He himself would make that inquiry.

2008. In the case of a dispute which was not settled immediately (I mean in which there were accusations and counter defence), would you consider that it would be his duty to see the men and the masters?—I think it might be his duty in certain cases. I should not like to pledge myself as to its being his duty in every case of complaint.

2009. At all events, you see no objection to his doing so?—No, I should see no objection in certain cases.

2010. Would you have any objection to either yourself or your subordinate seeing, on behalf of the men, the representative of the trades union rather than seeing the men actually in employment?—I take it you are speaking now of the contractors' men, not our own workmen.

2011. Quite so?—In the case of the contractors' workmen I see no objection whatever to seeing the representative of the union. In the case of our own workmen I should see objections to such a course.

2012. You would see no objection to seeing the representative of the union who brought the case to your notice?—No.

Mr. *Sydney Buxton*—continued.

2013. In the case of this dispute still continuing, and you finding it difficult to decide the rights of the case, would it, in your opinion, be a right thing to call in the aid of the Labour Department of the Board of Trade?—I should like to consult the Labour Department of the Board of Trade, either privately or officially.

2014. As experts on the question of wages?—That is what I should be inclined to do myself.

2015. In your contracts I see you state practically the terms of the Resolution, but you interpret them to the extent of putting in the words "in the district where the work is carried out"?—In the great majority of cases.

2016. Do you take it that that is required as the necessary interpretation of the Resolution?—I understand that it was very carefully considered at the time these forms were drawn up, and that it was thought to be the necessary interpretation of the Resolution.

2017. Do you mean on the ground that there is no general rate, and that there are district rates?—Quite so.

2018. You have found no difficulty in working that principle?—No difficulty so far.

2019. Have you had representations from other Departments, or from anyone, that the words "in the district where the work is carried out" are liable to misconstruction?—I understand the Admiralty have discontinued the insertion of those words; but I have had no representation from them to that effect.

2020. In your opinion, they ought to be inserted?—I think so. We deal with every part of the United Kingdom, and the rates of wages must vary very largely in the different districts.

2021. With regard to the conditions that you put into your contracts, is there any contract in which the contractor has to state the minimum rate which he proposes to pay, as they do at the Office of Works?—No, I think not.

2022. Should you have any objection to that being done if it could be done satisfactorily?—Do you mean that in the actual tender the contractor should state the wages he is to pay.

2023. I do not know whether you heard the evidence that Mr. Taylor of the Office of Works gave?—No, I did not.

2024. He stated substantially, with regard to some of their contracts, that they themselves placed in the contract the minimum rate that the men had to be paid under the contract, and that in other contracts the contractor had to state the minimum rate which he proposed to pay during the continuance of the contract; do you see any serious objection to doing that in regard, for instance, to your clothing contract?—No; in regard to a contract like clothing I should see no difficulty. Of course, you understand the contract for the cloth is made by the War Office; we only issue the contract for the tailoring.

2025. I am speaking of your contract for clothing?—Yes.

2026. You would see no objection to such a condition in that case?—I see no objection to such a condition.

2027. Would you apply that to the case of parcel baskets?—No. In that case there might be this difficulty, and I think it would be a serious difficulty; you get tenders from different parts of the country, and if you have the rate of wages named in those tenders you introduce another element in considering those tenders as to which is the lowest.

2028. Do you see any objection to that, if the wages do vary?—I do not know whether it is an injustice to the contractor who resides in a district where the wages are dear.

2029. I rather understood you to mean that, assuming two contractors send in their tenders, one being in a district in which the rate of wages was lower, and the other in a district where it was higher, in considering the tenders and in accepting the tender you would be prepared to take into account the fact that the contractor had to pay a higher rate of wages in the one case than in the other, and therefore you would not necessarily take the lowest tender?—I have not considered the point, and would rather not give an absolute opinion upon it.

2030. Perhaps you would consider it before we examine you again next year. Then with regard to contracts for tarpaulins, apart from your general objection, would you have any objection to stating the rates of wages in that case?—I see at this moment no objection.

2031. Apart from your general objection?—Apart from my general objection.

2032. In the case of your clothing contract, you insist, as I understand, that it shall be made in the factory?—Yes.

2033. Do you insist on the contractor placing in some public place the condition of the contract carrying out the Fair Wages Resolution?—I believe not.

2034. Do you think it would be an advantage to do so?—I see no harm in it; I am informed he does, as a matter of fact, post it up.

2035. As a matter of convenience; not under your instructions?—Yes.

2036. That being so, I presume there would be no objection to your insisting upon it?—No.

2037. Would the same apply with regard to the parcel baskets contracts?—I see no objection to publicity being given to the condition.

2038. As you have not had a case for breach of the Resolution, I will not ask you how you would define a breach of the Resolution in regard to women's work, and so on. With regard to the question of penalty, I see, apart from the case of penalty which you mentioned, and which has nothing at all to do with wages, you do not put in any penalties?—We do not.

2039. Have you considered the question of penalties since the Fair Wages Resolution came into force?—Of course, all these forms of tender were considered before my connection with the Post Office; they were very deliberately considered by our legal advisers; whether the question of penalty was actually before them or not, I am not in a position to say.

2040. What would be your opinion with regard, for instance, to the case of a slight breach of the contract which you would not think sufficiently great to terminate the contract, or for you to remove the name from the list, and where, nevertheless, the contractor has committed a breach; would you think that it would be an advantage

Mr. *Sydney Buxton*—continued.

advantage or not to have some minor penalty in such a case?—I should see no objection to such a course.

2041. Do you think it would be an advantage?—I think it might be in certain cases.

2042. Do you think your contractors would object to it?—I daresay they would not like a penalty in the contract, but I think it would be an unreasonable objection on their part. May I mention, in order to make my evidence accurate, that we have penalties in the case of the steam-packet companies.

Sir *Charles Dilke.*

2043. Those are inserted for other reasons, are they not?—Yes; in cases of delays, and things of that kind.

2044. They do not relate to the Fair Wages Resolution?—No, I only wanted to mention it to make my evidence quite accurate.

Mr. *Sydney Buxton.*

2045. You say you have had no complaints at all; have you ever had, in the case of any of these contracts, to take action on your own initiative since the Fair Wages Resolution was passed?—No. I am now referring simply to contracts made since that clause was passed. We have contracts running without that clause, made before 1891, in which I have had to take action.

2046. Are there many of those cases?—Yes, a considerable number.

2047. In which you have had to make complaints?—No; there are not many in which we have had to make complaints, but there are a considerable number where we have taken action.

2048. Of what nature are they?—In regard to the mail-cart contracts.

2049. What was the nature of the complaint?—The excessive labour of the men and the small wages paid.

2050. Was this complaint, which you have in your mind, made before 1891, or since?—I mean since I have been at the Post Office.

2051 Those are contracts where the Fair Wages Clause was not applicable?—The Fair Wages Clause is not in those contracts.

2052. May I take it that the result of putting in the Fair Wages Clause has been to avoid those complaints, because the contractors practically carried out the Resolution?—I think that is the fair inference.

2053. Would you say, on the whole your, contractors before and since the passing of the Resolution have been contractors you can trust to carry out the proper conditions of labour?—Speaking generally, I hope that is the case.

2054. You said that the cost had not increased except so far as the general rate of wages has gone up?—That is what my advisers tell me; viz., that it is impossible to attribute any increase in the cost to the Fair Wages Clause. In some cases there has been a decrease of cost.

2055. Is that because the contractors were what are called "fair employers" before; that is to say, they were paying the recognised rate?—It may have something to do with that, but it is extremely difficult to give an opinion, because the prices of so many things have varied so much in the market of late years.

2056. You cannot really say whether the Fair Wages Clause has or has not affected the cost of the contracts?—So far as I am advised, our opinion is that it has not affected the cost of the contracts.

2057. That being so, I ask whether you think the men were receiving a fair rate of wages, on the whole, before the Resolution was enforced?—I suppose the fair inference from your question would be that they were not receiving a fair rate.

2058. No; what I meant was this; you say there is no additional cost since the Resolution?—Yes.

2059. I understand you are fully of opinion that the men employed are receiving at the present moment the current rate, the fair rate?—Yes.

2060. Unless they were receiving the fair rate before, there surely must be some increase of cost?—I think the fair assumption is that they were fairly paid before the Fair Wages Clause was inserted.

2061. Have you had any instructions from the Treasury that your contractors are to make no distinction between unionists and non-unionists?—I am not aware of having had any such instructions; I believe there have been no such instructions.

2062. One question about the steam-packet companies. I understood from what you said that in the opinion of the Post Office you are not bound in any way as regards the packet services to be responsible for or to insist upon the recognised rate being paid to the men employed in the ships carrying the mails?—No.

Sir *Charles Dilke.*

2063. You have never interfered, for instance, in the case of the employment of foreign seamen at low wages unless you thought there was danger?—We have never interfered either in the case of the steam-packet companies or of the railway companies; they both stand on the same footing.

Mr. *Sydney Buxton.*

2064. With regard to the railway service and the packet service, apart from the sailors navigating the ship or the guards and stokers on the railway train, are there a certain number of men employed directly for this work and this work alone?—No.

2065. There are no men of whom it can be said that they are exclusively or mainly employed for the packet service or the railway service?—Not exclusively. They are so employed at particular hours of the day possibly.

2066. But the whole of their wages does not depend upon it?—No.

2067. In this Appendix Paper, in regard to contracts in your Department, I see there is a heading (No. 27) "Conveyance of mails and parcels;" does that mean by land?—That is conveyance by carts.

2068. That is the contract to which you referred in which the words "in the district" are left out?—Yes.

2069. For

Mr. *Sydney Buxton*—continued.

2069. For the reason simply that the carts passing through the different districts where the wages vary you are unable to define them?—Yes, in many cases.

Mr. *Broadhurst.*

2070. Would you think it right on the part of the Post Office to have some voice as regards the men employed on the packet service, seeing that you pay these large sums of money?—The sums of money we pay are very small compared with the gross earnings of these companies.

2071. But would you consider that you had any right to exercise any influence to the extent of your payment?—When you use the word "right," you use a strong word. I suppose we have the right to do anything Parliament tells us to do. I think it would be very unwise to do what you suggest.

2072. You would not care to do so?—I think it would be unwise.

2073. For what period do you make your mail cart contracts?—For varying periods, usually about five years; and then they can continue.

2074. In that case there would not be many contracts running now which were made before 1891?—Except that they are continuing. They are made for some years certain, with a certain number of months' notice on either side to terminate.

2075. In the case of the renewal of a contract, you would have the right, would you not, to insert these conditions?—We should have the right, but we have not exercised the right in the case of renewals; we have simply allowed the thing to run through.

2076. In the case of mail carts running from here to Guildford or to Brighton, you say it is difficult to fix the wages of the district, because it travels through so many districts; what wages do you decide upon; the London wage, or the Guildford or Brighton wage, as the case may be?—Of course, there is no wage mentioned in the contract. If there was a complaint made by the men we should have to consider in each case what was the fair wage in the district. The inclination in my own mind would be to take the wage in the district from which the coach started.

2077. And you would apply the same principle to the provincial towns where your mail carts run?—That is the inclination of my own mind. We have never had a concrete case, and if a case occurred, I should ask the advice of others more skilled than myself in this matter; but that is the inclination of my own mind.

2078. Have you anything to do with building operations?—All our building operations are done by the Office of Works.

2079. Have you no control over them?—They consult us as to the plans; but all the actual building is done by them.

2080. You have no control as to the contractor?—Not as to the contractor.

2081. Your Department does appoint a clerk of the works for your Post Office buildings, does it not?—No, I think not.

2082. Does not the Postmaster General

Mr. *Broadhurst*—continued.

appoint the clerk of the works?—No; that is done by the Office of Works.

2083. Is he not consulted as to the appointment of the clerk of the works?—No; all the Post Office does about buildings is that we buy the land on which the buildings are put up. The purchase of the site is our business.

Mr. *Maclean.*

2084. Do you make the plan?—No; the plan is made by the officers of the Office of Works. They, of course, consult us, and we give them information as to our requirements.

Mr. *Broadhurst.*

2085. When you have expressed your opinion as to the suitability or otherwise of the plans submitted to you, does your connection cease?—We take the Treasury authority; then our connection ceases.

Sir *Charles Dilke.*

2086. Did you have anything to do with a Post Office contract with the electric works at Ponders End, where there was a strike?—I am not aware of it myself; I think it probably was before my time.

2087. I may perhaps put it to you hypothetically instead of in relation to that particular strike, the facts of which are not known to you. Has it been brought to your knowledge that there is a good deal of difficulty in finding out what is the current rate in respect of electrical work, the trade not being yet settled enough to make it certain what class of workmen are required for the particular work?—No doubt there may be some difficulty in regard to any new trade in settling the current rate; but I think our advisers would have little difficulty in saying what on the whole is the current rate; they would take the rate paid by eminent firms of electricians, and would apply that.

2088. Have you felt, in working this clause in your contracts, that you may be imposing better terms on your contractors than you impose upon yourselves?—Do you mean as to the payment of wages?

2089. Yes?—My own opinion is, that our men are paid as well as the men employed outside.

2090. Would you say that even of your extra postmen, what are called additional postmen, who are employed year after year?—I was thinking of the people employed in the operative work of our factories; I was not wishing to give an opinion about our large staff of auxiliary postmen. Of course, it is extremely difficult to compare the conditions of Government employment with those of outside employment.

2091. On account of permanence?—On account of permanence in some cases; and, in the case of the established force, on account of the deferred pay in the shape of pension, and the sick pay and the leave that they get in every case.

2092. With regard to the list of contracts, have you had your attention drawn to the desirability of having a list of principal contracts published and laid before Parliament?—Yes; there was a Return moved for last year. I do not think it was granted.

2093. There

Sir *Charles Dilke*—continued.

2093. There was a question in the House of Commons, and the Treasury stated that they had no objection to issue such a list; but that the War Office and the Admiralty saw some objection?—Yes.

2094. Have you any objection to publishing such a list of your contracts?—Well, we have several thousand contracts.

2095. But supposing there was some limit, say 500*l.*?—If there was some reasonable limit of that kind, I should be only too glad to fall in with any wish of Parliament.

Sir *Arthur Forwood.*

2096. You made a reply in regard to the conveyance of mails by sea, that the sum of money paid for mails was small compared to the earnings of the companies that carried the mails?—Yes; I think in most cases that is absolutely true. I was not thinking of the Holyhead and Kingstown packet at the moment, where the fact would be the contrary; there our payment would be larger than the earnings.

2097. Do I understand you to make that observation as one reason why you need not carry the Resolution so far as to apply to the conveyance of mails by sea?—What I meant was this: that, in the case of these great carrying companies, the conveyance of mails is only incidental to their business. We are availing ourselves of the services of the great companies who are already trading with the far East, or Australia, or America.

2098. And what you pay them would be merely supplementing their other earnings?—We are merely supplementing to a comparatively small extent their other earnings. Take the case of the Cunard and the White Star lines, for instance. We are paying 50,000*l.* a year to each of those lines. That is a trifling amount compared with their earnings.

2099. You have also, have you not, large contracts with the large manufacturers on land who manufacture for the Post Office?—Yes, we have some.

2100. I suppose your payments to those contractors may be comparatively small compared to their gross manufactures?—Yes, that may possibly be so.

2101. You say the work the mail packet companies do for you is only supplemental of their other earnings, but the work you place with the large manufacturers is also only a small proportion of their total turnover; why should you apply the rule to the one and not to the other?—I think the difference is this: the mail packet or the railway train would be running whether we sent the mails by it or not.

2102. Would not the manufactory be running whether you gave them orders or not?—They would not be manufacturing for that particular purpose; they would work so many fewer hours. Take the case of the contractor making our uniforms, which is the largest contract of all. He certainly would discharge a great many of his workpeople if he was not working for us.

2103. They would be employing men in their manufactories?—Yes.

Sir *Arthur Forwood*—continued.

2104. And the steamboat company would be employing men in working the vessels?—Yes; but the steam packet company would not add a single man to the navigation of their vessels because they carried our mails.

2105. A manufacturer might add labour to his manufactory because he had some Post Office work?—Certainly; he would have to do that.

2106. You apply your inquiries to all his labour, whether the men are employed upon your work or whether they are employed upon general manufacture?—The effect of the clause is, I suppose, what you say. We only apply it to our own work.

2107. You only apply it where you think that you can apply it?—Certainly.

2108. As a matter of fact the men at sea are not as highly paid a class of labour as men who are employed in manufactures ashore?—I have no personal knowledge on that subject. I do not know that my opinion would be worth having.

2109. Do you think that the Resolution was intended to apply to the labour of all classes, both at sea and on shore?—It was deliberately considered by the Government of the day after the Resolution was passed by the House of Commons, and the Government of the day decided that it did not apply to packet companies or railway companies, for the reasons I have stated.

2110 The Resolution does not say so?—The Resolution does not say so: but that was the decision of the Government of the day, upon which we have acted since.

2111. The country pays a very considerable sum of money for these services conducted by sea?—Certainly.

2112. Notably to the P. and O. Company?—Certainly.

2113. The P. and O. Company employ a large number of Lascars?—Certainly.

2114. Are they British subjects?—They may be, and probably are in many cases, British subjects.

2115. No doubt it is within your knowledge that they work at a very much lower rate of pay than do other British subjects?—Yes.

2116. Would you say that they were receiving the current rate of wages for seamen on the P. and O. boats?—We hold that the Resolution does not apply to them. If you ask me the question outside the Resolution, I presume the current wages would be the current rate of wages among Lascars for that work.

2117. Would it be more accurate to say it is impossible to apply the Resolution to men employed in the sea service?—I think that is so.

2118. Therefore the Resolution, so far as it goes, can only protect a certain amount of the labour which indirectly or directly the Post Office employ?—Yes.

2119. You were asked questions as to applying this Resolution to the London and Guildford coach, and you said you would apply it by taking the wages of the district at the point from which the coach started?—I said it would be the inclination of my mind to so.

2120. Supposing

Sir *Arthur Forwood*—continued.

2120. Supposing a contractor in London tendered for the service, and a contractor at Guildford tendered for the service, which end would you regard the coach as starting from ?—If the Guildford man got the contract I presume he would start from Guildford.

2121. He would get the benefit of the lower rate of wage against the London man ?—Yes.

2122. Do you manufacture baskets yourselves ?—We do not manufacture baskets; we repair baskets.

2123. I suppose you are large purchasers of baskets ?—We are very considerable purchasers.

2124. Are there more districts than one in the country where they are manufactured ?—Yes.

2125. Do you invite tenders for these baskets generally for the supply of the Post Office and state in the conditions of tender that the rate of wages to be paid to the manufacturer of the baskets should be those generally accepted as current in the district where the work is carried out ?—Yes.

2126. If the wages are lower in country towns for the manufacture of these baskets than in London, the chances are that the tender from a country town would be lower and would be accepted ?—No doubt that may be so. I find that our Irish tenders are higher than our London tenders as a matter of fact.

2127. Wages do vary ?—Wages do vary, no doubt.

2128. Do I understand you to say that you would insert the minimum rate of pay in the clothing contract, for example ?—I said I could see no objection to inserting it in the clothing contract.

2129. Would you do the same in the basket contract ?—I see no objection at this moment. I think I would rather hold my hand as to giving a definite opinion.

2130. Supposing you obtain from one town a tender for baskets, or clothing, or whatever it might be, and the minimum wages in the tender are lower than those in a tender from another town, and that from the town where the wages were higher the tender was a little higher than that where the wages were lower, would you think it right to take that into account and consider whether you should give the tender to the higher town and calculate out the difference in the wages paid ?—Yes, I presume it would be right. It would be a difficult operation in all cases to do it.

2131. Would it be possible in your Department, when you receive a tender and have a schedule of wages put in one tender which might vary from town to town, to calculate out whether the higher tender, having regard to the high wages to be paid, ought to be accepted, or the lower tender ?—I think it would be possible to calculate what the wages come to in each contract, and deduct them from the total tender in each case, and see what margin was left to the contractor.

2132. I suppose you receive a good many tenders ?—The numbers vary according to the different contracts.

2133. If you had to go through each of them, could that be done ? — It would be a very laborious operation.

2134. Would it be possible ?—I am advised it would not be possible.

2135. As regards the convevance of mails by land, you do not interfere with the rates of pay of the railway companies ?—No.

2136. They employ, in the total, more hands than all your contractors put together ? - Certainly.

2137. Is there any more reason why you should interfere with other contractors than you do with the rates of pay in the case of the railway companies ?—The reason is the direction of Parliament.

2138. Can you show anything that has taken place in Parliament directing you to omit the railways ?—I can only say that the Government of the day thought that the clause did not apply to them.

2139. But can you point to anything in Parliament ?—I can only tell you the interpretation the Government put upon the Resolution of the House of Commons.

2140. You do not find it in the wording of the Resolution ?—Possibly not.

2141. You were asked a question as to the publishing of a list of contracts; do I understand you to express the opinion that there was no objection to publishing the details of the contract, or merely that a certain firm had obtained the contract ?—I thought what I was asked was whether I had any objection to publish the names of the firms that obtained the contracts for certain descriptions of work.

2142. Would you see any objection to publish, not only the names of the firms obtaining the contracts for a certain description of work, but also the prices paid to them ?—Do you mean simply the gross sum paid under the contract ?

2143. Either the gross sum paid under the contract or the price per article, according to the conditions under which the contract was made. For instance, you buy boots, do you not ?—The War Office buy the boots, but it is the same thing.

2144. You buy cloth, do you not ?—The War Office buy the cloth.

2145. There are articles which you buy by the piece, and there are articles which you buy at a gross sum ?—Yes; baskets we buy by the piece.

2146. Would you see any objection to publishing, with the name of the contractor, the price given for the baskets ?—I see no objection at the present moment.

2147. Do you think the contractors would have any objection ?—They might possibly object in certain cases; but I suppose it is information to which Parliament is entitled.

2148. Have you ever heard that contractors are willing to work for Government Departments at a lower rate than they are for private individuals ? Yes. I suppose all contractors would work for large employers at a lower rate than they would for small employers.

2149. If the rate at which they were working under Government contracts was published, it might injure them with private customers ?—Or, to put it another way, it might injure the Government,

Sir *Arthur Forwood*—continued.

Government, because they would have to pay higher rates in future; that is possible.

2150. I take it you feel it is your duty to protect the taxpayer as far as practicable, and get things at as reasonable a rate as possible?—Yes.

2151. Therefore, anything that would lead to the paying of higher rates than necessary you would deprecate?—Yes; no doubt that would be so.

2152. You were asked a question about inserting a penalty clause in the contract. I do not know whether you have had any experience at all with regard to the difficulty of enforcing penalties in contracts for works or for manufactures apart altogether from the mail service?—No, I have had no such experience.

Mr. *Maclean.*

2153. As regards the question of any increase of cost for work done caused by the adoption of this Resolution, you gave it as your opinion that there has been no increase as the special result of the working of the Resolution?—We can trace no increase specially due to the Resolution.

2154. I think most of your contracts are for finished goods, which are manufactured by contractors and supplied to you?—Yes.

2155. Of course, in the prices of these goods all sorts of different elements must be taken into consideration, the prices of the different materials, and so forth; so that you are not in a position to judge how far the cost varies in consequence of the adoption of this Resolution?—I think I said so in my answer to the main question.

2156. You do not superintend or watch over the construction of any of these goods that you buy?—No.

2157. They are made by other people. With regard to the Office of Works, when they are constructing a building, for instance, they are in a very different position; they have an opportunity of watching the effect of this Resolution on the wages of the workmen employed in the construction of those buildings?—Yes.

2158. It would be much easier for them to form an opinion as to the effect of this Resolution, so far as the alleged increase of cost is concerned, than it would be for your Department; in fact, you have no opportunity of judging?—We have very little opportunity, no doubt.

Chairman.

2159. You were asked a question about contracting for the conveyance of mails and parcels by mail cart between Guildford and London, for example; have you ever had any difficulty in arranging where you should place your contracts of that sort; I suppose, as a matter of fact, you place them where you can get the lowest tender for satisfactory work?—Yes.

2160. With regard to the wages, you satisfy yourselves that the contractor for the mail cart contract pays the wage which is current in the district where his cart starts from?—We insert that clause in the contract.

2161. You have had no complaints of the infraction of the Resolution?—We have had no complaints of its infraction.

Chairman—continued.

Mr. *Sydney Buxton.*

2162. With regard to some questions which were asked you by Sir Arthur Forwood to-day in regard to mail packet companies as compared with manufacturers on land, as I understood he practically asked you, if you were unable to insist upon the Fair Wages Resolution being carried out in the case of mail contracts, whether you ought to insist on its being carried out with regard to other contracts; did I understand your answer given to me to be, that in the one case the men are directly employed by the contractor for Government contracts, and in the other case they are not, at all events, exclusively employed?—Yes, I think so.

Mr. *Broadhurst.*

2163. Is there this further reason: that you have inquired into and controlled to some extent the wage question where Parliament has so directed it to be done?—I think I said so to Sir Arthur Forwood, that Parliament had directed us to insert this clause, and we had followed the directions of Parliament.

2164. If Parliament suggested you should take some interest in the wages paid by the railway companies carrying the mails, you would try to carry out that suggestion?—Yes; I only said that the Government held that that Resolution did not apply to those contracts.

2165. If Parliament specifically directed you to do so, you would to the best of your ability, I presume, carry out the orders of Parliament?—Certainly it would be my duty to carry out the orders of Parliament, although I should regret to see Parliament give those orders.

Mr. *Maclean.*

2166. You spoke about the interpretation put upon the Resolution by the Government of the day in 1891; did the Government which came into office in 1892 accept the same interpretation of the Resolution?—Yes.

Mr. *Sydney Buxton.*

2167. Were the words "current in the district" put in as early as 1891?—Yes; when these forms were drawn up.

Sir *Arthur Forwood.*

2168. You were asked, if Parliament placed upon you the onus of applying the Resolution to the mail packets, whether you would do it or not; of course, you would undertake it then to the best of your ability?—I should have no alternative but to undertake it.

2169. Supposing the Resolution to be applied to this service, let me take an illustration again of mails starting from two different points; the P. and O. Company's steamers start from both London and Calcutta; at Calcutta they ship Lascars, and at London they ship British A.B.'s; which would be the rate of wages you would determine to apply under the Resolution, the Calcutta rate or the English rate?—You would hardly

Sir *Arthur Forwood*—continued.

hardly expect me to answer that question definitely now. I presume it would be the current rate of wages for Lascars and the current rate of wages for English seamen.

2170. If it were the current rate of wages for Lascars that would not help the A.B.'s?—I do not imagine anybody would suppose that a Lascar would be paid the British seaman's rate of wages.

2171. He is a British subject, and goes to sea in British ships?—He may be a British subject in some cases.

Mr. Cosmo Monkhouse, called in; and Examined.

Chairman.

2172. What position do you occupy in the Board of Trade?—I am Assistant Secretary in the Financial Department.

2173. As such have you charge of the contracts and conditions of contract?—I have charge of the payments of contracts; I have not control entirely of the conditions of the contracts except as the financial officer.

2174. You are familiar with the practice of the Board of Trade in regard to the particular subject of inquiry before this Committee?—Yes.

2175. You can give us authoritative information upon what the practice of the Board of Trade has been since 1891 when this Resolution was passed?—Yes.

2176. Will you shortly tell us what the conditions are which you have found it necessary to impose. I will ask first, what are the main articles for which you contract; may I take it that clothing is one of the main articles?—Clothing is the main article for which we contract. We also contract occasionally for the building of small houses for our rocket apparatus. We occasionally, but this is very rare indeed, build a mercantile marine office. We repair one or two small steam launches which we have at different ports. That, I think, includes all to which this Resolution would apply, with the exception of works in connection with the harbours at Holyhead and Ramsgate, and some foreshore work at Spurn Point on the Humber. We occasionally have to undertake works in the nature of improving landing stages, and so on, and driving fresh piles. We had one case of strengthening the foreshore for the purpose of keeping up a new lighthouse. That, I think, represents, you may say, almost all the work to which this Resolution would apply. Among the tenders which I have handed in you will find some for the supply of ropes for the mortar apparatus, hawsers, whips, and so on; but they are a mere trifle.

2177. Is the painting of life-saving apparatus a large item?—It is not a large item; the bills for it never extend to more than about 10*l.*, which would include painting the house and everything connected with it.

Mr. *Broadhurst.*

2178. How many houses are there?—There are about 205, if I remember rightly. Of course they are all on the coast, most of them at rather remote distances, so that we simply give the job to the local tradesman who is recommended by our coastguard officer on the spot.

2179. I have got here the conditions which you put in your contract for clothing, which is your principal contract, as I understand?—It is our principal contract for work executed for the Board of Trade itself.

2180. I think that they are practically identical with those of the Post Office; is that so?—Yes, I believe it is so.

2181. Have you had any complaints?—No, we have had no complaints, except that we once had a complaint of delay in delivering the work and a complaint as to the quality of the cloth.

2182. I mean a complaint on the part of the workmen that the Fair Wages Resolution has not been obeyed?—No, we have had no complaints at all as to the Resolution.

2183. Have you any difficulty in enforcing the conditions on your contractors?—None whatever.

2184. Have you a selected list of contractors, or do you put the contracts up to public tender as a rule?—Generally we have a selected list.

2185. Even for clothing?—Yes.

2186. Of course you take the lowest tender, subject to the conditions being fulfilled?—Yes.

2187. Do you apply the same conditions, so far as they are applicable, to the other subjects of tender?—No, we do not.

2188. In the case of the small houses which you spoke of, and which you told us you built, do you not apply the same conditions?—No, we have never done so.

2189. Have you not understood that the Fair Wages Resolution would extend to a building contract, however small, as much as to the clothing contract; is there any particular reason why you should not apply it there?—I do not think we have any particular reason for not applying it, except that we regarded it in this way, that these cases being all local and of small amount, we thought that no condition of things arose at those places which would be likely to give rise to the evils of sweating or excessive competition, that is all I can say.

2190. You have not thought it necessary to apply the Resolution in any of your contracts with the exception of your clothing contract?—That is so.

2191. Which is your largest contract?—It is our largest recurring contract, though we have other occasional contracts which exceed any clothing contract in amount; I may say we do think it should be applied to our works in the harbours of which I have spoken, namely, Ramsgate Harbour and Holyhead Harbour; and instructions have been given that it is always to be inserted in future.

2192. In your foreshore work?—Yes; there is not much foreshore work. The principal places are

Mr. *Broadhurst*—continued.

are Holyhead Harbour and Ramsgate Harbour. In those cases we have given instructions that in future a proper clause giving due effect to the Resolution of the House shall always be inserted.

2193. Can you give the Committee no other particular reason why the Resolution has not been applied to the other contracts which the department makes; was it by reason of the difficulty of enforcing it or what was the reason?—No, I can give no reason, except that we were going on the principle that we had been going on for a good many years before, namely, that we relied on our engineer who gave us the plans to recommend us firms of sufficient standing to render it practically unnecessary.

Chairman.

2194. Would you yourself, as being responsible for the contracts, entertain any objection to putting in these conditions in future?—None whatever.

2195. Do not you think it would be satisfactory and desirable to do so?—I do.

2196. To make a general uniform practice?—I think it would with regard to the large ones. May I ask whether you intend to include the small rocket houses as well?

2197. Wherever you have a contract; why should not you apply it as much to a small contract as to a large one; is it not very often the case in a small contract that you might find a small man, perhaps out of the necessity of the case, harder upon his men than the contract might be in a larger case?—No doubt. The Board of Trade, I am sure, see no objection to its being applied to the small contracts.

Mr. *Broadhurst.*

2198. What do you say with regard to the publication of the names of firms who have got Government work from the Board of Trade; I daresay you heard the question put to the last witness on that point; what is the view of the Board of Trade with regard to that?—I am not aware of its view.

2199. Have you yourself any objection to publishing in some form or other for information the names at all events of contractors who have got Government work?—I cannot say that I have considered the subject.

2200. May I take it from your evidence, generally, that in the working of this Resolution, so far as you have applied it, and so far as it has not been applied also, you have had no complaints from the workmen that in Government contracts they have been unfairly sweated by the contractors?—No, never. I am not sure whether I ought not to mention the case of the lighthouses.

Chairman.

2201. What have you to say as to lighthouses?—The lighthouse authorities are distinct authorities, and they do of course very large works. They consist of the Trinity House, the Northern Lights Commissioners, and the Irish Lights Commissioners, and retain complete powers of control over all the works and the execution of them; so far as the power of purse is concerned it is now held by the Board of Trade, but it was formerly held by them. These authorities are considered not to be Government departments, and the Resolution of the House of Commons does not apply to them. A question was asked in the House in 1894 by Mr. Field about one of those contracts, and the answer was given that they were not regarded as Government departments. But although we take the view that they are not Government departments, yet still we have done all in our power to make them carry out this Resolution of the House of Commons, with the result that with regard to all the clothing contracts for the Trinity House, their tenders include a clause which I rather think is identical with the Admiralty clause; and not only do they carry out the Resolution with regard to clothing, but they carry it out with regard to new works and repairs. I will put in these forms of tender, if the Committee wish it (*handing in the same*). Those are forms of all the tenders for the Trinity House. You will see at the end on the last page the condition as to fair wages.

2202. I did not quite gather what you said were the relations of the Board of Trade to the Trinity House; what are they?—We have the power of the purse; everything is paid out of the Mercantile Marine Fund, and the Board of Trade has the control of the Mercantile Marine Fund.

2203. Were you speaking of the Trinity House when you said you did not consider them a Government department?—Yes.

2204, But you say, notwithstanding their not being a Government department in the view of the Board of Trade, you have succeeded in getting into their contracts conditions which are identical with the Admiralty conditions?—Yes.

Mr. *Broadhurst.*

2205. Is a lighthouse keeper a civil servant?—No. I may say the Irish Lights Commissioners also do the same thing with regard to their clothing contracts.

2206. Do you have anything to do with Scotland?—Yes, through the Northern Lights Commissioners. The Northern Lights Commissioners also insert the clause in all their contracts for clothing, and they assure us that they endeavour to apply it in every possible case, but we do not know exactly how far they apply it beyond the clothing contracts. They say they apply the principle as far as they can in other cases besides clothing; but we have been obliged to be content with that, although we do frequently draw attention to it; in fact only the other day we did so. With regard to the Irish Lights Commissioners, we find that they insert it with regard to clothing, but with regard to the other contracts they decline to do so. On one occasion, not knowing how else to put pressure upon them, we approved one of the contracts which they had accepted, on the condition that this clause should be put into it; but they distinctly refused, and said they would not take the approval under this condition, and then we were advised that we had no power to insist upon this condition.

2207. Do

Chairman.

2207. Do you know what their objection was to putting in that condition in their contract?—I do not know exactly what it was, but I think that they probably looked upon it as an attempt on the part of the Board of Trade to exceed their statutory authority over the Irish Lights Commissioners. I think there must have been probably some feeling of that kind.

2208. It was an objection to jurisdiction?—I think so.

Mr. *Broadhurst.*

2209. With regard to the work that you have been carrying out at the Spurn Light, is that work in course of operation now?—I think it is finished.

2210. Do you remember at all the extent of the contract in value?—It was 1,752*l.*

2211. Was it a matter of strengthening the foundation?—No, it was a matter of strengthening the foreshore, or sand bank, which was scoured away nearly at every gale, and having built a fresh lighthouse there, we were advised that some day a gale might undermine the lighthouse.

2212. It was for the purpose of protecting the lighthouse against the sea?—Yes.

2213. Why was not the Fair Wages Resolution inserted in that case?—I do not know why it should not have been, and I cannot very well give you any reason why it was not. I can only say that the contract itself was not entered into by us, although we approved of it; it was entered into by Messrs. Coode, Son, and Matthews, the engineers.

2214. Who pays for it, you or the Trinity House?—We pay for it. The Trinity House pay for nothing in regard to lighthouses without the sanction of the Board of Trade; we pay for it out of exactly the same fund as we should pay for a lighthouse erected by the Trinity House.

2215. Who selected the contractor?—The Board of Trade, I think, with the advice of the engineers. Messrs. Coode, Son, and Matthews have been employed for a great many years in keeping up the foreshore in that part, and have been employed by us, so that it was natural that they should do this work. Of course, there is not an unlimited selection of engineers who understand the carrying out of such works.

2216. That is a firm specially well acquainted with the north-east coast?—Yes.

2217. With regard to your work at Spurn, was it chiefly iron cylinders and concrete?—There were no iron cylinders, I think; only piles.

2218. With regard to your rocket-houses, the Chairman asked why the Fair Wages Clause should not be insisted upon in small contracts as well as in large ones; would your rocket-houses come to about 200*l.*, as a rule?—Not often; they generally vary from 120*l.* to 150*l.*

2219. You have recently built one at Cromer; what would that cost?—That cost about 200*l.* That was rather more expensive, because it was more or less in a town.

2220. You did not, in that case, consider the Fair Wages Clause necessary?—We did not.

2221. I understand you personally would be

Mr. *Broadhurst*—continued.

inclined in future to advise the Board to apply the Fair Wages Clause in all cases?—Yes, for the sake simply of making a uniform application of the general principle. I do not think there is sufficient reason not to do it; but, as I said before, I may state distinctly the Board of Trade intend to do it with regard to all their harbour works.

2222. With regard to the painting of lighthouses, that is an annual operation, I presume?—A periodical operation.

2223. Would a lighthouse cost 40*l.* each time to paint?—I really cannot tell you what they cost to paint; they are done entirely by the lighthouse authorities.

2224. You have nothing to do with them?—We audit their accounts, but, as regards painting, we do not do anything more than just sanction their expenditure of the money.

2225. Have you anything to do with the wages of lighthouse-keepers?—Yes.

2226. How much have you to do with that?—We have the sanctioning of any alteration.

2227. To whom would a lighthouse-keeper apply if he wanted an advance?—To his lighthouse authority, either the Trinity House or the Lights Commissioners of Ireland or Scotland.

2228. I am speaking of England for the moment?—The lighthouse-keeper would apply to the Trinity House, and the Trinity House would refer to us.

Mr. *Sydney Buxton.*

2229. I want to know how you account for the fact that in the case of the Department of the Board of Trade they have omitted to carry out the distinct instructions of the House of Commons in 1891 in regard to certain of their contracts?—I cannot precisely tell you that. I suppose it was from inadvertence more than anything else.

2230. Has the Labour Department of the Board of Trade ever drawn the attention of the Board of Trade to these omissions?—No.

2231. I understand practically that now that your attention has been drawn to it you will have the matter looked into?—I think I may say generally that the contracts which we have had have been so exceedingly small in amount, and so rare, that the attention of the department was not necessarily so attracted to the Resolution as that of other departments to whom it applied would be.

2232. With regard to your harbour contracts, what would they amount to?—Since 1891 they have amounted to about 35,000*l.* all told.

2233. In how many years?—From 1891; the date of the Resolution.

2234. About 7,000*l.* a year?—Yes.

2235. A large portion of which goes in labour, does it not?—I suppose a large portion of it must.

2236. Is your argument that these contracts of yours are so trifling that it has been nobody's business to see that the Resolution was inserted?—I do not say that; because, as I say, the Board of Trade have thought it desirable that it should be done; but I merely put that forward because you were pressing me upon the point of why the Department

Mr. *Sydney Buxton*—continued.

Department had not paid attention to the Resolution. I was giving that as a reason why it might have been more likely to escape their attention than that of the other departments. There never has been in connection with the Board of Trade, in the whole course of my experience (which is pretty considerable now), any question of complaints about wages.

2237. Are you speaking of the clothing contracts or all the contracts?—All the contracts.

2238. You have had no complaints, directly or indirectly, with regard to the clothing contract of infringement of the Resolution?—No.

2239. Perhaps, therefore, it is hardly worth while asking what you would do if such a complaint was made; would it come to you direct?—Not to me direct.

2240. Who would it go to?—To the department under whom the work was done—either the Harbour Department or the Marine Department.

Mr. *Sydney Buxton*—continued.

2241. And after that?—It might be referred to me for an opinion, and it would finally go to the secretary.

2242. Who would finally decide it; I mean in the sense of making inquiries and practically deciding it, although, perhaps, not actually giving the final command?—You are asking a very hypothetical question as to a case that has never arisen, and the answer depends a good deal upon what class of expenditure the complaint referred to.

2243. I will not press it, as you have not had any complaints?—I may say, with regard to clothing contracts, we should probably get the advice of departments that had had more experience than ourselves.

2244. Would you be disposed to consult the Labour Department?—Certainly.

Mr. HENRY WILLIAM PRIMROSE, C.B., C.S.I., called in; and Examined.

Chairman.

2245. I BELIEVE you are Chairman of the Board of Customs?—I am.

2246. You were not Chairman of the Board in 1891, I believe?—No; I have only been there a year.

2247. Are you familiar with all that has passed in the Customs with regard to this question of the insertion of this condition as to fair wages in contracts?—Yes; as a matter of fact it does not affect the Customs business to any very large extent.

2248. I suppose your principal contract is the clothing contract?—That is the principal one.

2249. And the conditions that you put in your contracts for clothing include, I think, precisely the same conditions as we have just heard are applied in the case of the Board of Trade to their clothing contracts?—Yes; I believe that we took them from the War Office. In 1891, we consulted the War Office as to their clause, and we adopted the War Office clause.

2250. You have a penalty clause; does that clause apply to all the conditions of the contract, or only to the fair wages condition?—The 100*l.* penalty only applies to the fair wages condition.

2251. That is a different practice from that of the Board of Trade, where the reverse turned out to be the case. Have you had any complaints at the Customs, since you have been there, or to your knowledge previously, from the workmen of any breach of the conditions by contractors?—No; I understand there never has been any complaint.

2252. From Appendix Paper, No. 7, which has been handed in with regard to your department, you appear to have only one other contract besides that for uniform clothing, namely, a contract for a single screw steam launch?—Yes; we occasionally require new steam launches, and when that occasion arises we then have a contract similar to this one.

Chairman—continued.

2253. I see the condition is: "The contractor is to pay for the labour employed in the fulfilment of his contract at the rate of wages current in the district in which his business is carried on; and the contract is not to be transferred or sub-let." Those are the conditions when you are contracting for a steam launch?—Yes.

2254. Is what you said as to there having been no complaints with regard to clothing contracts true also of these other contracts?—Yes.

2255. You keep in the words "in the district"?—Yes.

2256. Have you any suggestion to make to the Committee; have you found any difficulty in imposing these conditions on your contractors?—No, I believe not. The difficulty would arise in the event of complaint, I take it.

2257. You have not found them refuse to put into the contracts for clothing this fresh and new condition that their wages should be those particular wages?—No. We should not admit a tender that did not include that condition. They are given this form of tender which I might hand in to the Committee (*handing in the same*).

2258. That, I understand, contains the conditions we have on this paper. Does your tender have a schedule of the rate of wages?—No; therefore we should only accept a tender that is in that form.

2259. In your opinion, so far as you can form one, has there been any rise in the price of what you have had to contract for owing to this Fair Wages Resolution and the conditions imposed in consequence?—I do not think it has been noticed that there has been any material difference in the price of the clothing.

2260. I may take it generally you have had no difficulty in imposing the conditions of this Resolution

Chairman—continued.

Resolution and you have had no complaints arising?—That is so.

Mr. *Sydney Buxton.*

2261. What is the amount of your uniform clothing contract?—I do not remember at the moment.

2262. Roughly?—I should think it was about 4,000*l.* or 5,000*l.* a year.

2263. Not more?—No; because we do not clothe all our officers, it is only the officers of the lower ranks.

2264. You have practically at the Customs nothing to do with the Fair Wages Resolution?—Practically that is so.

2265. The case is rather different from what it was at the Office of Works?—Yes.

2266. In your conditions you put in the words "Rate of wages current in the district"?—Yes.

2267. In your opinion, is that the necessary and natural interpretation of the Resolution?—I think so.

2268. That is to say, in your opinion there is no general rate, but there is a current rate in the district?—Certainly.

2269. Do you insist that this clause, No. 10 in your contract (as shown in this Appendix Paper No. 7), shall be put up in some public place in the factory so that the employees can see it?—I do not believe we do.

2270. Do you see any objection to doing so?—No, I see none.

2271. Would you be inclined to adopt that proposal?—Yes, I think it would be a reasonable thing. We should have to slightly alter the form of agreement; we should have to make it part of the agreement that the contractor should put it up. The only objection is that it involves inspection upon our part, which it would not be difficult to establish, but we have not got at present the machinery for it.

2272. Then, how do you see that the condition is carried out that the garments "shall be made up in their own factory," "and that no work shall be done at the homes of the workpeople"?—I do not believe that we inspect the factories. I take it that we leave that rather in the same way as we leave the rates of wages; that is to say, in the event of any complaint we should make inquiries.

2273. Depending upon your penalty, and possibly even more stringent punishment, being effective for the purpose you have in view?—Yes.

2274. Since 1891, has this penalty been inflicted at all in any case?—No; we have never had a complaint that the conditions were infringed.

2275. Is it well, in your opinion, to have money penalties of this sort, besides, of course, the other penalty of striking the contractor's name off the list?—I think it is, in a contract of this kind.

2276. It enables you to take a lesser measure of punishment?—Yes.

2277. With regard to this single-screw steam

Mr. *Sydney Buxton*—continued.

launch, do I understand that it was a special contract, or is it an annual thing?—It is a special contract. When we want a new steam launch we invite tenders. It is different from the uniform clothing contract, in this way, that it is not open competition. For clothing we advertise, and anyone may tender; in the case of the steam launch contract it is closed competition amongst selected firms.

2278. When did you last have a contract for a steam launch?—We have one at this very moment.

2279. You have accepted one?—Yes.

2280. In accepting that, looking at the tenders given in, did you take the lowest without any other consideration being involved?—We should not do so, I take it, if our adviser was of opinion that the launch could not be properly constructed at that price.

2281. That, of course, I assume; but would you take into account, as between two contracts, the one being higher than the other, that the higher one was made by a contractor who would, under the terms of the Resolution, have to pay a higher wage in his district than his rival?—Assuming that two tenders came from two separate districts, I do not think we should make an allowance in favour of the man whose tender was higher on the ground that the wages in his district were higher.

2282. That is to say, assuming you received two tenders from different districts, the firms being of equal reputation, you would take the lowest, without consideration of the rate of wages to be paid, except that it must be, of course, subject to the Resolution?—Quite so.

Mr. *Broadhurst.*

2283. Would you consult, if necessary, the Labour Department of the Board of Trade in the administration of this Fair Wage Resolution?—I hardly think we should, unless we had a very difficult case; we might do so.

2284. If you thought you could get assistance and expert guidance there, you would have no objection to consulting them?—Certainly not. As a matter of fact, when I was at the office of Works I was very often in communication with the Labour Department of the Board of Trade.

Mr. *Davitt.*

2285. Have you the control of the customs officers in Ireland?—Yes.

2286. From what source do they get their clothing?—I believe we get it under the same contract; we do not have a separate contract for Ireland.

2287. You supply the clothing from London?—From London.

2288. In publishing your contracts for clothing, do you advertise in the Irish as well as in the London papers?—I believe we do; we put up a notice in the different custom houses.

2289. Throughout Ireland?—I believe so. That is a point I am not quite sure about.

2290. In

Mr. *Davitt*—continued.

2290. In your recollection, have you any instance in which the contract was given in Ireland?—I think not. The present contract is nearly three years old, and there cannot have been more than two since the Resolution of 1891; in fact, one must have been running when this Resolution was passed, and the present contract is the first that has been entered into since this Resolution was passed by the House of Commons.

Mr. *Davitt*—continued.

2291. How many clothing contracts have you had, in your experience?—My experience has been very short; I have only been at the Customs a year.

2292. Have you had any complaints from Ireland in this connection?—No.

Friday, 3rd July 1896.

MEMBERS PRESENT:

Mr. Broadhurst.
Mr. Sydney Buxton.
Mr. Davitt.
Sir Charles Dilke.
Mr. Maclean.
Mr. Walter Morrison.
Sir Matthew White Ridley
Mr. Powell-Williams.

SIR MATTHEW WHITE RIDLEY, BART., IN THE CHAIR.

Colonel Sir COLIN CAMPBELL SCOTT-MONCRIEFF, K.C.M.G., called in; and Examined.

Chairman.

2293. YOU are the Permanent Secretary at the Scotch Office?—I am.

2394. How long have you held that position?—Nearly four years.

2295. In that position are you quite conversant with all that goes on in your office with regard to the question before the Committee, namely, that of Government contracts?—We make no Government contract directly; but only indirectly through certain departments in Scotland. But since we heard of this Committee I have inquired into the subject, and I think I know fairly well what is done.

2296. You only enter into contracts, I think, through the Fishery Board and the Prison Commissioners?—Yes, and under the small Highlands and Islands Works Vote which we have for Harbours. The contracts in that case are entered into by the county councils, but they pass through our hands.

2297. They require the approval of the Secretary for Scotland?—Yes.

2298. In order to see what contracts you indirectly deal with, I may ask you this: the Fishery Board contracts refer to stores and coals for two small vessels belonging to the Board?—Yes; for the two small ships we have got.

2299. And for the clothing of the crews?—Yes.

2300. Have you any contracts for harbour works?—Since the passing of the Resolution they have made no contracts for harbour works; but they have one in contemplation now.

2301. Is that works contract a large contract?—It would be a contract of some 4,000*l.* or 5,000*l.*, I suppose.

2302. Is this the form of condition which is now inserted, or to be inserted, in your works contract: "The contractor shall not sub-let any part of the works without a written consent from the engineers to that effect, and then only on condition that it shall be in the power of the engineers at any time to put an and to or dissolve such sub-contracts by a letter addressed to the contractor, on its appearing to them to be necessary for the carrying out of the works; and such sub-contract when in force shall in no way

Chairman—continued.

relieve the said principal contractor from any conditions of this specification"?—Yes.

2303. Do you state here in the schedule of the works contract that the contractor is required to specify the wages he means to give to each class of his men?—Yes.

2304. I understand this is the first time you have had a condition of that kind in the contract, because this is the first harbour works contract you have had since the passing of the Resolution?—Yes. That contract has not come into operation yet, but it has been drafted in that form.

2305. Then it is not finally settled by the Secretary for Scotland?—No. I may say the Fishery Board do not require to refer their contracts to us at all; they do not require the approval of the Secretary for Scotland.

2306. To go now to the contracts for stores and clothing and coals for the two vessels under the Fishery Board, can you speak as to the conditions in those contracts?—As regards all those questions the chairman of the Fishery Board, Mr. Angus Sutherland, informs me that they always deal with well-known and respectable firms, and though they generally take the lowest tender they do pay attention to these matters; and in proof of that he sent me a paper showing that only two or three days ago they declined the lowest tender because they understood he did not give proper wages to his workpeople.

2307. There is no schedule of wages in those contracts?—No. They are on a very small scale. The whole outlay for all these matters is something like 1,200*l.* or 1,300*l.* a year.

2308. Have your department ever brought before the attention of the Fishery Board the Resolution of the House of Commons?—Yes.

2309. Would you not consider it desirable to give instructions to the Fishery Board that express conditions to that effect should be contained in the contracts?—Instructions were sent to them that they must pay attention to this Resolution in all their contracts. But we never happened to call for any of these contracts until now, and Mr. Angus Sutherland tells me that they have had no regular form for these contracts

Chairman—continued.

tracts for stores, clothing, and so on. He has asked me to help him to get forms.

2310. In effect, generally, are you satisfied, so far as your knowledge goes, that the conditions of the Resolution are observed in the contracts of the Fishery Board?—Yes.

2311. Let me take you now to contracts of the Prison Commissioners, the conditions of which are shown on the same paper (Appendix Paper No. 15); are you more responsible for those contracts than for the contracts of the Fishery Board?—No.

2312. They do not need the approval of the Secretary for Scotland?—No.

2313. The Prison Commissioners have received similar instructions from the Secretary for Scotland, have they not?—Yes; and they assure me that they have been carrying them out.

2314. I observe in those contracts also there is a condition against sub-letting?—Yes.

2315. And the further condition that "The wages to be paid in execution of this contract shall be those generally accepted as current in each trade for competent workmen in the district," and so forth?—Yes.

2316. Can you say whether the Prison Commissioners have had any complaints?—They assure me that they have had none. I do not know whether the conditions in Scotland are somewhat different from those in England; but I have inquired, and I find we have not had a complaint in any single case from any of these parties.

2317. Then to go to the contracts for the small work in the Western Highlands and Islands which have to be entered into by the county councils and approved by the Secretary of Scotland, upon this question of wages, this is the clause, is it not: "Should sub-contractors be employed, the second party" (that is the contractor, I take it) "shall be bound to see that fair wages are paid to his workmen; and in the event of any question or dispute arising under this head it shall be referred to . . . . or such other person"?—Yes; and latterly, to give the thing greater force, we have cancelled the first four words "Should sub-contractors be employed"; so that now it is general.

2318. The condition is that the contractor shall be bound to see that fair wages are paid?—Yes.

2319. Is there a schedule of wages in those cases?—No, there has not been.

2320. Upon that head, are you aware whether county council, or yourselves, have received any complaints from the workmen employed that fair wages have not been paid?—I have made inquiries with regard to that, and they say that in no cases have there been such complaints. We have had complaints from contractors of workmen standing out for impossible wages; and two or three contractors have declined to enter into contracts on account of that.

2321. On account of the fear of some such condition as this?—Yes.

2322. Has that caused any difficulty in the administration of the work?—It has not been a very serious difficulty. These little Highland harbours are in very out of the way places, and, of course, it is difficult to get contractors at all; and they look with very great suspicion upon anything of this sort.

Chairman—continued.

Mr. *Broadhurst.*

2323. It is a long way to transport the plant?—Yes. As a matter of fact you cannot find contractors in the Hebrides; and the contractors have to come some distance, and do not know the conditions; there is a little trouble of that sort sometimes.

Chairman.

2324. But, generally speaking, in the way in which you have indicated, the conditions of the Resolution have been applied, and I understand that with the exception of the complaints from contractors of which you have spoken, principally in out of the way places, you have had no complaints?—No complaints.

2325. You have received none from the men?—None whatever.

2326. And you have experienced no difficulty in carrying out the Resolution?—No.

2327. In your opinion, has the intention of the House of Commons, as embodied in the Resolution, been adequately carried out in regard to these contracts?—Yes, I believe so.

Mr. *Sydney Buxton.*

2328. I do not quite understand who is actually responsible for seeing that the Resolution is carried out: to take the case of the Fishery Board first, I understand you are not responsible for seeing that the Resolution of the House is carried out; who are the people actually responsible?—I think ultimately the Secretary for Scotland would be responsible. The Resolution was communicated to us, and we passed on directions that it should be carried out.

2329. Let me put it another way: in the case of a complaint being made by, we will say, the secretary of a trades union, with regard to the way in which the Resolution was carried out by the Fishery Board, to whom would that complaint go in the first instance?—It would very likely come straight to the Secretary for Scotland. Our course in a case like that would be to call upon the Fishery Board for an explanation, and, upon receiving that explanation my chief, Lord Balfour, would take action accordingly; we would overrule the Fishery Board in a case like that.

2330. I want to go step by step; the attention of the Secretary for Scotland would be called to the complaint, and you would communicate with the Fishery Board to say that a complaint had been made, and ask them what answer they had to make to it?—Quite so.

2331. If the matter still remained in dispute, you could intervene and override the action of the Fishery Board?—I think so.

2332. That is to say the Scotch Office is really, in the final result, responsible?—Yes.

2333. Is that the same with regard to the Prison Commissioners?—Yes.

2334. But, in the first instance, they have the dealing with the matter?—Yes. A case of that sort has never come up; but that is how I should look upon it, that the Secretary for Scotland was finally responsible.

Mr. *Sydney Buxton*—continued.

2335. I understand you to say there has been no complaint?—That is so.

2336. I wanted to see, supposing there was a complaint, what action would be taken?—Yes.

2337. With regard to the Fishery Board, I see that with regard to the contract that is about to be entered into, it is said in this paper "It will be seen that in the schedule of this contract the contractor is required to specify the wages he means to give to each class of his men," does that mean he will have to state the minimum wage which he proposes to pay the men employed?—Yes.

2338. Do you know why no mention is made in this contract of the Fair Wages Resolution as requiring those rates to be the recognised rates of wages; according to this printed paper before us (Appendix Paper, No. 15) I see the contractor has only to specify the wages he means to give; but he is not informed, and the men are not informed, that he is to pay the recognised rate?—If he specified wages that were too low, it would be the duty of the Fishery Board, if they knew the wages were inadequate, to interfere.

2339. Would it not be well to state that requirement upon the face of the contract, so that there should be no dispute?—It might be.

2340. My suggestion is whether, in order to get more uniformity between the different contracts, it would not be well if it were stated that the wages specified were to be the recognised rate of wages?—Yes; I think it would.

2341. You said there had been complaints on the part of some of the contractors that the men demanded a higher rate of wages under Government contracts; have there been many such complaints? I can recall two or three just now, most of them, indeed I think the whole of them, coming from the Island of Lewis.

2342. The complaint being that the men were demanding a higher rate than what you may call the recognised rate?—Yes. There was a case I remember some three years ago which came from Lewis. Naturally the wages are low in a place like Lewis.

2343. Was it in regard to harbour works?—It was harbour works. The men demanded a wage which seemed preposterous; but there was a little remonstrance about it and they came down.

2344. They demanded a higher rate than the recognised rate?—They demanded a rate very much above the known rate of wage. I think the feeling of the men was, "Here is a Government contract, and we will make the best of it." I do not think the men knew about this Resolution at all.

2345. Was it merely that this particular work having to be done there, and there being no recognised rate up there, the men thought it would be a good opportunity for asking for a high rate?—I think that was probably it. I may explain that this form of contract which we drew up was merely to help the county councils. We told them they were not expected to stick to every line of it, but it was merely a suggestion to them. In several cases the form has come back with the pen drawn through that clause, they saying that the contractor would not stand it; and we have told them, "it is the Resolution of the House, and you must stand it."

Mr. *Sydney Buxton*—continued.

2346. What authority have you in regard to these contracts of the county councils; are they spending public money under these contracts?—Yes.

2347. And they come under you in that respect?—Yes; we have the inserting of the conditions.

2348. And you have insisted that the clause shall remain?—Yes.

2349. With the exception of one or two complaints from contractors in the outlying parts, have you found the Resolution to work fairly satisfactorily?—I think so.

2350. In regard to the Prison Commissioners, what is the sort of annual expenditure on works, in round figures?—I can hardly tell you. We have been building one or two new blocks of prisons lately, and that has raised the expenditure a good deal. It is tolerably large.

2351. It would be those works in which the matter would really arise?—I can give you the figures now. I have the Estimates before me, and I see here the figures for this year, 1896-97, are 6,650*l.* But they have been a good deal larger, because the works are getting to an end now.

2352. I see you state in these Prison Commission contracts that the wages paid must be those "generally accepted as current in each trade for competent workmen in the district where the work is carried out"?—Yes.

2353. You consider that the fair interpretation of the Resolution?—I think so.

2354. Do you mean that in your opinion there is no general rate of wage but there are local rates?—Yes.

2355. In Condition No. 19, as printed in this Paper, you say: "The second party" (that is, the contractor) "shall be bound to see that fair wages are paid to his workmen; and, in the event of any question or dispute arising under this head, it shall be referred to '——,' or such other person." Who is the person who is usually put in that blank space?—There has been a well-known surveyor in the North, Mr. Gordon, whose name has been up once or twice. And there have been one or two well-known engineering firms.

2356. It is an individual, not a department?—It is not a department.

2357. Have you ever referred this matter to the Labour Department?—Never.

2358. Has there ever been any dispute as to the person who should be the arbitrator?—That I am not aware of; because the dispute has been between the county council and the contractor; it has never come to us.

Mr. *Broadhurst.*

2359. How long have you been working under the conditions set forth in this paper?—Certainly, since I came into office in August 1892.

2360. Under all these conditions set out on Appendix Paper No. 15?—To the best of my belief. I only asked the Prison Commissioners and the Fishery Board with regard to this matter when this Committee was started.

2361. Have

Mr. *Broadhurst*—continued.

2361. Have you ever had any occasion for your engineers to withdraw the power of sub-contracting?—Never, that I am aware of.

Mr. *Maclean.*

2362. You said that contractors sometimes refused to tender under these conditions; have you ever had any case in which you could not get the work done on account of these conditions being in the tender?—No.

2363. You could always find somebody to take the contract?—Yes. We have got one very troublesome case on just now.

Mr. *Broadhurst.*

2364. I understood you to say that part of the objection was that the works were in such remote localities, and that there was consequently a difficulty in getting contractors?—Yes; it is, I believe, difficult to get contractors at all for some of the works, on account of their remoteness.

Mr. *Maclean.*

2365. You mentioned the conditions also as having something to do with it?—Yes, quite so. A contractor has brought forward various reasons, and said, "I will not have that condition in." We have said, "You have got to have it if you take the contract."

2366. You have always found somebody to take the contract?—Yes.

2367. You have never been prevented from getting the work done?—No.

Mr. *Maclean*—continued.

2368. Have you had to raise the price on account of it?—Yes, I think we have. I think it has scared contractors a little, and they have not been very keen about taking these out-of-the-way contracts in hand, and have said, "Here is a reason. We will not do it."

Mr. *Sydney Buxton.*

2369. Do you mean that that has been accentuated since the insertion of the Resolution in the contract?—I cannot tell you what there was before. I think that is one of the excuses they have made. The contractor naturally wants to get the best terms he can, and feeling that there is a good deal of the unknown in going out to a place like Stornoway to build a harbour, he is very glad to get hold of this clause to stick on a little more money to cover it.

2370. I understood you to say in reply to me that those cases in which the workmen had asked for an undue wage had really nothing to do with the question of the Resolution?—No. We have in the case of out-of-the-way places found it difficult to get contractors at all The contractor says, "Here is a condition I cannot stand." The county council want to secure him, and he will say, "I will take the contract with so much more for this Resolution;" and then they fight it out.

2371. That is really confined to exceptional cases, I take it?—Yes, I think so. I am an old engineer myself, and I do not think as an engineer I have really anything to say against the Resolution.

Mr. RICHARD O'SHAUGHNESSY, called in; and Examined.

Chairman.

2372. WHAT is the exact position which you fill in the Public Works Department?—I am one of the Commissioners of Public Works.

2373. As such, you are cognisant of, and responsible for, all the Government contracts which are entered into by the Office of Works in Dublin?—As one of the Commissioners responsible.

2374. How many Commissioners are there?—Three; a Chairman and two ordinary Commissioners.

2375. How long have you been conversant with this work?—I have been a Commissioner between five and six years.

2376. That covers all the time during which this Resolution of the House of Commons has been in operation?—Yes.

2377. I have before me the summary made by the clerk to this Committee of the contracts in your Department (*Appendix Paper* 13.) What are the principal contracts which are entered into by your Office?—The principal contracts entered into by our Office are divisible into two classes. The first class is what we call triennial contracts. Those are contracts for the supply of labour, for the supply of materials, and for measurement work; they are entered into with firms of builders. There is a plumbing and gas-fitting contract; an office furniture contract; a

Chairman—continued.

carpets and linoleum contract; blankets and linen contract; a bedding contract; a contract for brushes; a contract for chandlery, drugs, and oils; a contract for ropes and cordage; and also the contract which I mentioned in the first instance, the contract for building works and supplies with firms of builders. That is one class. Then we enter into contracts for lump work, for the erection, alteration, or repair of a building or other work.

2378. First with regard to the first kind of contracts, which are called the triennial contracts, for the supply of labour, material, and measurement, what is the condition that you put into those contracts to carry out the Resolution of the House of Commons?—The condition we put into these contracts for carrying out the Resolution of the House of Commons is as follows: it is the 26th condition of the contract: "The contractor shall pay his workpeople, when engaged on any works or supplies specified in the schedule herewith, at the rates of wages generally accepted as current in each trade for competent workpeople, exclusive of country money, and shall furnish his pay-sheets and other evidence of the amounts paid by him as the Board may from time to time direct." Then with regard to sub-letting, there is the 24th condition: "The contractor shall not sub-let, assign, or let by task-work, this contract, or any portion

Chairman—continued.

portion thereof, without the written permission of the Board."

2379. Did I understand you to use the words, "exclusive of country money"?—Yes.

2380. That means, I presume, lodging and travelling expenses outside the usual place of residence?—Yes.

2381. Have you had any complaints from workmen employed by contractors under any of these contracts since these conditions have been imposed?—We have had no complaints of non-payment to workmen of the amount current in the locality. We have had no complaints on the subject of payment of wages. We have had some complaints on the subject of sub-letting.

2382. What is the nature of those complaints; was it that the sub-contractor had not observed the conditions of the principal contract?—I will take the most important case; it was the case of a contractor who had certain joinery work in his contract, and who, with the authority and permission of the Board, sub-let that work. It was alleged that this was a violation of the spirit of the Resolution. We inquired into it very carefully; we met a deputation of the men on the subject, and discussed the thing, and went into the facts very fully with them, and we found that as regards the wages paid by this firm to whom this wood-work had been given, the men were paid quite as much as they would have been in accordance with the Resolution; but the thing was that the work was given by what was called lump-work, or what some people would call piece-work, instead of being worked by time. The payment worked out just as well, and it was not denied that it worked out just as well as by time; but the objecting parties said that they objected to the work being given in that way, and that the class of workmen that would accept work in that way ought not to be accepted under the Board of Works. We held otherwise.

2383. Who were the objecting parties; were they workmen who were not employed in consequence of the sub-contract?—They were representatives, I think, of the trade, who would have been employed if these men that I speak of had not been employed.

2384. Was it the trade union of the trade?—It was the trade society.

2385. They represented, as I understand, the kind of labour which the State would have employed on the main contract?—Yes; they claimed that they were the kind of labour which ought to have been employed, no matter whether it was done by sub-contract or not. Their contention was that persons working by time ought to have been employed.

2386. What conclusion did the Commissioners come to upon that complaint?—We came to this conclusion: that it was not a case of sub-letting that involved any abuse, inasmuch as the men were paid as much money for their work as would have gone to them according to the current rate of wages in the district.

Mr. *Sydney Buxton.*

2387. For the same number of hours?—It was not contested that if the work had been done by the hour, these men, or any men, would not have received a larger sum.

Mr. *Sydney Buxton*—continued.

2388. Do you mean that, taking the same number of hours, if it had been done by time they would have received a larger amount in wage than on the piece?—No, the other way. I mean that done on piecework they received as much wage as if it had been done by time.

Chairman.

2389. In fact, the Commissioners held, as I understand, that it was not a question of the rate of wage, but a question of the mode of the payment of wages?—Exactly.

2390. And you, being satisfied, upon the evidence laid before you, that the same nature of work in the same time was remunerated equally under this altered mode practised by the sub-contractor, held that the conditions had not been violated?—Exactly.

Mr. *Broadhurst.*

2391. I knew nothing of the case until you mentioned it; but was it not argued that to earn the same amount of money in the same number of days or hours they had to work much harder, and that it amounted practically to what is called "sweating"?—No, that was not argued; on the contrary, it was conceded that these men earned as much, working as they did, as the men would have earned having the same amount of work, but working by time.

Mr. *Powell-Williams.*

2392. Supposing that had not been so, would you have interfered?—Certainly.

Mr. *Davitt.*

2393. That is to say, if you had a suspicion that there was any sweating, you would have interfered and cancelled the contract?—I do not know that we should have cancelled the contract; but we should certainly have interfered and conveyed to the contractor the intimation which has already been conveyed, that he would not again get a contract from the Board of Works.

2394. What was this particular contract; was it in connection with the post-office in Drogheda?—Yes.

Mr. *Powell-Williams.*

2395. Supposing you had found that the sub-letting to which you have referred, and which you investigated, was the sub-letting customary in the trade, should you have interfered then, notwithstanding the fact that possibly a rate of wages less than might otherwise have been given was accorded to the men working under the sub-contractor?—If we found that there was sub-letting or a sub-contract in its nature in accordance with the custom of the trade, and if we found that the result of that sub-contract was that the parties employed under it were paid under the current rate of wages in the district for competent men, I cannot say whether we should have been in a position to cancel the contract. I do not think we should; but, at any rate, we should have told the contractor, "We shall not employ you again."

2396. Should

Mr. *Sydney Buxton.*

2396. Should you consider that this piece-work which you speak of was customary in the trade, or was it rather exceptional, the usual system being by time work?—I am not prepared to say whether many instances of such piece-work were carried out; but this I would say, that it appeared to us that the Resolution of the House of Commons did not give us a right to interfere with sub-letting in a case where there was no suspicion that any pecuniary hardship resulted from the sub-letting.

Mr. *Powell-Williams.*

2397. Where it was customary in the trade?—Where it was customary in the trade.

Chairman.

2398. With regard to all these triennial contracts, do you advertise for public tenders?—Yes.

2399. Universally?—Yes.

2400. You accept, I presume, therefore, the lowest contract, provided you are satisfied that the firm contracting can carry out the work efficiently, and provided that you are satisfied that the rate of wage current in the trade is paid?—Yes.

2401. You do not, I observe, put in the words "current in the district," but you interpret the conditions as if the words were there?—Yes.

2402. In different parts of Ireland, I presume, as in England, wages may differ?—Yes; we interpret it as meaning current in the district.

Mr. *Davitt.*

2403. You say, in your printed conditions, "the rate of wages generally accepted as current in each trade," not in each "district"?—We work it in respect of the district.

2404. On what principle do you put that interpretation on the Resolution, seeing that "in the district" is not mentioned in the House of Commons Resolution. The House of Commons Resolution specifies that it shall be "the rate of wages generally accepted as current in each trade," and yet you say you interpret that as meaning current in each district?—Current in each district, and, of course, also in each trade.

2405. On what principle do you interpret it as meaning the wages current in the district?—I should think, *primâ facie*, there might be very considerable difficulty in arriving at a uniform measure for the wages current in each trade all over Ireland. There may be a low rate in A. and a high rate in B. Which are you to regard as the current rate for the whole of Ireland? Are you not driven to the locality?

2406. Are you not aware that there is, after all, no very substantial difference in the current rate of wages in each trade in the different cities of Ireland?—If you take the large cities, and if there be a similarity there, then the problem solves itself. Supposing, for instance, we were to take the rates current in Dublin, Belfast, Waterford, and Limerick, and they were found to be all equal, your views would hold good; but if you came to places where the current rate was low, in a rural district for instance, suppose we call it district X., then would come into operation what I would call the fairness of taking

Mr. *Davitt*—continued.

the current rate of wages in the district. The suggestion which is given here, which of course is entitled to consideration, I am bound to say comes upon me as a new one, and I think it would come upon my brother Commissioners as a new one.

2407. Is it not plain that it says in the Resolution of the House of Commons that it is to be the rate of wages generally accepted as current in each trade?—Undoubtedly,

2408. If you go by the rule in each district, you are setting up a rate of your own as against the terms suggested in the Resolution of the House of Commons?—Pardon me, we do not set up a rate of our own; on the contrary, we take the greatest care to inform ourselves of the existing rate in the district. As an instance, I may mention this fact. After one of our present triennial contracts had been in operation some time, our contractor came and told us, "Now, I am in an awkward position; the current rate of wages in such-and-such a trade has risen; I have been obliged to give way to it, and I have given way to it." We said, "We will inquire." We inquired of the heads of the different houses in the trade, and we found there had been a rise of wages in that trade, and we immediately raised the rate of wages in the schedule in consequence of that.

Mr. *Powell-Williams.*

2409. Did you give the contractor more on his contract in consequence?—Yes; we recognised the current rate of wages in the locality for the time being under this triennial contract.

Chairman.

2410. You have been speaking of triennial contracts; I will now ask you a little about the other contracts for lump work and new work. You have stated to the Committee what the conditions are, viz., that the workpeople are to be paid the rate of wages that is current in each district, according as specified in the schedule. Do I understand that the rate of wages is specified in the schedule in the case of lump sum contracts?—No; the rate of wages is specified in the schedule in the triennial contracts, in which contractors engage to provide tradesmen or labourers to work by time for the Board; in the lump sum contract that is not so. In the lump sum contracts you contract with a man, and you convey to him, as will be seen from the papers which I have handed in, the Resolution of the House of Commons, and you tell him that he is bound to follow it, and you tell him that if he does not follow it he will not be employed again by the Board of Works. We have had, as I mentioned before, no complaints of the payment of inferior rates of wage in respect of these contracts.

2411. Have you had any complaints of any other character with regard to the lump sum contracts?—Here are some complaints that we had. We had a complaint that bricklayers were employed as masons in a lump sum contract. That was after the passing of the Resolution. Complaints of this kind are generally supported on the ground that to employ a man not fitted for the work is not to employ a competent man, and therefore that is not fair to the competent men and is against the spirit of the Resolution. We have

Chairman—continued.

have never negatived that proposition. We inquired into this particular case, and we found that bricklayers were not employed as masons in this particular case, and that the work of fitting for setting the stone which was cut elsewhere was done by masons.

2412. Accordingly, what did you do in that case?—We told the people that the thing was all right, and that we did not see any grievance in the matter, and so it ended.

2413. You inquired into the custom of the trade, and you satisfied yourself that according to the general practice of the trade that was no proved breach of the practice as alleged?—Certainly.

Mr. *Broadhurst.*

2414. Was it the fact or not that a bricklayer did do any of this work in that case?—That was the question of fact which we went into, and which we found in the negative after very full and careful inquiry, after giving everybody an opportunity of being heard. Bricklayers did not do any of the masons' work or any of the stonecutters' work.

2415. It was quite an unfounded allegation?—It was a mistake. Looking through the complaints which I have here on these lump sum contracts, I find nothing else in the way of complaint. I have here an allegation which is not in connection with the Resolution; it is a complaint that certain furniture was made at High Wycombe and not made in Dublin; but that has nothing to do with the Resolution.

Chairman.

2416. With regard to the Resolution, you have never had any occasion to complain of the non-carrying out of the conditions?—No. I have already, of course, mentioned to you the really important and critical case, a case which deserved and got attention, viz., the case of the Drogheda Post Office, where the woodwork was done under a sub-contract.

2417. I understood that that was under a triennial contract?—No, it was a lump sum contract.

2418. May I ask have you, in consequence of this Resolution, had any more difficulty in letting your contracts, or has there been any increase in cost to the taxpayer?—There has been some increase of cost, not very much, not more than we anticipated.

Mr. *Davitt.*

2419. Have you at all ascertained whether the increase in cost was due to the rise in wages or to the rise in the contractors' profits?—Well, really, the increase was so very reasonable and so very moderate, that I did not go into the figures. I took it for granted (and I think I will be able to show in a moment that it is so) that to some extent it does come from the Fair Wages Resolution, but not to any extent that the Board of Works find fault with. I think we get value for the increase.

Chairman.

2420. When you say you get value for the increase, you mean you get the work better done, with more general satisfaction to all employed?—Yes. To show the way it works I will take two cases. I will take first the quality of the labour supplied to us under the triennial contract in Dublin. There is very good reason to believe that a better class of men are supplied to us now by contractors than in the old times. He has better terms; it is nothing to him if there is a slight rise in wages; he can afford to get better men. Of course he is careful of his own interests. He has other contracts besides the Board of Works contract, and he will consent to nothing foolish that will do him harm in his other contracts outside the Board of Works; but being treated under the spirit of this Resolution, undoubtedly he does get a class of men that yield more satisfactory work than we used to get in the old times.

Mr. *Powell-Williams.*

2421. You would deduce from that that the additional cost is devoted to the increase of wages?—Certainly.

2422. And not to the profit of the contractor?—Certainly.

Mr. *Davitt.*

2423. You have satisfied yourself upon that point?—Certainly. The way I arrive at it is that the contractor must be paying his men better wages because he is giving us better men. Then again, a very curious thing has occurred in certain rural districts. The Resolution, or the terror of the Resolution, has worked very satisfactorily in certain rural districts. There are parts of Ireland where till lately if you advertised, as we do, for doing a small piece of work of, say, 30*l.* or 40*l.*, or 50*l.*, or for such small contracts, of which we had a good many in remote parts, in the old times you would have your contract taken by a man who was merely a farmer, or a small shopkeeper, but who believed himself to be a builder and quite able to undertake the contract; he would hire what labour he could, whether skilled or unskilled, very generally unskilled, and he would give us infinite trouble. He would be the lowest tenderer and we would accept his tender; for we were sometimes, not so much latterly, but in old times, a little afraid to take any but the lowest, and we used to take the lowest. He would do the work accordingly, and we found the work was badly done, and had to be done over again; and it cost endless money in travelling, in sending down our inspector or surveyor and assistant surveyor. The moment the Resolution came in, that class of man read it, and the artizans and labourers in the neighbourhood read it, because everybody reads in Ireland; and they said, "It is no use for us to be tendering any more for the Board of Works;" they think they had better leave it to a better class of men. So we get fewer tenders, and there is less competition, but the tenders are from a better class of men. The work in the country is better done, and I attribute that to the Fair Wages Resolution. I am quite sure that we have no longer badly paid men working for us down in the country, and that we have a better class, and more skilled men

Mr. *Davitt*—continued.

men working for us in consequence of the Resolution.

Chairman.

2424. Your general conclusion with regard to these contracts comes to this: that you get better value for your money?—Yes.

2425. Therefore the cost to the taxpayer is not increased?—The actual output of money is undoubtedly increased, but on the other hand there is a decided improvement in those two classes of work. If you take the lump sum contract, it does not so much affect it. I mean the big lump contracts in Dublin, or Cork, or Belfast. The men who took those contracts were always big men as a rule; they were a good class of contractors who always paid well; so that those contracts are not so much affected.

Mr. *Davitt.*

2426. The Home Secretary asked you whether this increased cost has not affected the taxpayer; you would include in the taxpayers, would you not, the three-fourths of the population who are working men?—I suppose so.

2427. Would you say what the extra cost amounts to in the gross in connection with your Department annually in Ireland since the Resolution was passed; I mean only a rough estimate?—I would not like to commit myself to figures on that; but I would be very happy to try and have it worked out. My impression is that it would be a reasonable figure.

Sir *Charles Dilke.*

2428. But could you have it worked out; in any statement of increase would it not be impossible to distinguish between the increase caused by the Resolution and the increase which would be the normal increase of wage?—That would be a difficulty in the way.

2429. You spoke just now of a recent case of increase of wages?—Yes.

2430. That was an increase of wages, I take it, not owing to the Resolution, but an increase of wages all round?—Do you mean the increase of wages that I spoke of a few moments ago with regard to country contracts.

2431. No; I mean the earlier case you referred to, where a contract made under the Resolution was actually running and there was a general increase of wages, and you had to increase your rate; it would be very difficult to distinguish, would it not, between such an increase and an increase due to the Resolution?—Undoubtedly. What was running in my mind when the honourable Member put the question was this: that I could very easily get prepared (taking the triennial building contract, which is a large contract) a statement of the amount of money that went into our triennial contractor's pocket under the last building contract and the amount under this building contract. Of course, there would be two elements to account for the difference there; first of all, the Resolution, and secondly, the natural rise. But I could prepare such a statement.

Mr. *Broadhurst.*

2432. And in working out the advance in cost, would you not have to take into consideration the lesser expenditure in the future on account of the work being better done, as you stated; you stated that when work was badly done, the indirect cost was heavy because of the travelling expenses of the inspector and the re-doing it after a short period; you would have to deduct that, would you not?—I could not do that arithmetically. I should merely give you the figures and let those who read the evidence, and see the table, do that.

Mr. *Sydney Buxton.*

2433. When you speak of the amount "going into the pockets of the contractors," you mean not his profit but the payment to him?—Yes, the amount paid to him.

2434. Do you think such figures as you could give us would be sufficiently reliable for us to be able to found any views upon them?—With very great respect, it would depend upon the extent to which the two elements of the Resolution and the natural increase in wages, entered into it.

2435. That is why I asked would the figures be reliable? — They would be reliable as being accurate.

2436. Would they be reliable for inference?—I think they would be reliable for inference in the case of that particular contract that I spoke of.

Mr. *Maclean.*

2437. It would also be necessary for you, would it not, to show what return you got and in what respect the work was better done?—Yes.

2438. Could you do that?—That is a thing one cannot give arithmetically or by figures; I can only say it is reported to us that, in the country, better work is done by the elimination of these unskilled contractors, and also that under the triennial contract in town there is, although not a very decided improvement, rather better work done.

2439. Have you any instances in your mind in which the work was better done in which you could compare the one with the other?—No, I could not name any particular place now; but with regard to the country districts I could, after proper investigation at the Board, possibly name some half dozen schools where the expenditure was perhaps only 20*l.* or 25*l.*, and where there was a notable difference in the way the work was done in consequence of the exclusion of these small people.

Mr. *Broadhurst.*

2440. Your reports from your experts generally support that view; is that so?—That is so; the reports of our experts support that view.

Mr. *Davitt.*

2441. When did the Fair Wages Resolution of the House of Commons first come officially under the notice of your Board; speaking from recollection, was it immediately after it passed, or did some time elapse?—So far as I remember, some little time elapsed.

2442. Could you say about what time elapsed?—I am afraid I could not very accurately; but I find

Mr. *Davitt*—continued.

I find a trace in the papers before me of an official notification of it early in 1892.

2443. That would be about a year after it passed the House of Commons?—I cannot but believe that there must have been an earlier communication; but that is the earliest one on the file before me.

2444. If you find any facts that will place the time nearer the passing of the Resolution, you will, of course, have an opportunity of communicating those facts?—Yes.

2445. Did you take steps immediately to put the Resolution into effect when you did get the official notice of it?—Of course, with regard to our triennial contracts we could not do so, because there was one then running.

2446. I mean with regard to the contracts you were then making?—We placed ourselves in communication with other Government Departments to find out what course they were taking, and we proceeded, with, I think, fair expedition, to determine on what lines we should go.

2447. By "other Government Departments" do you mean Departments over here in England?—In England.

2448. You communicated with Departments in England?—Yes.

2449. In addition to your contracts for buildings and repairs, you are also direct employers of labour, are you not?—We are employers of labour, too.

2450. You require that each contractor shall enter in the schedule the rates of wages generally accepted as current in each trade for competent workpeople?—Yes, in the contracts where the contractor undertakes to supply tradesmen to work by time for the Board; that is to say, the building, painting and plumbing contracts.

2451. What steps do you take to ascertain what is the rate of wages current in the district in connection with the trade that you are immediately interested in?—We have a body of professional men; and, in the case of the triennial contract, with regard to which we first brought this Resolution into regular and full force, when it was about to be entered into we got our officers to inform themselves as to the rate, both as regards the masters and the men. In a place like Dublin such men as our professional officers know perfectly well, without very much inquiry, what are the current rates; and the figures which we have adopted as the current rates have stood the test, because, as I have said, I am not aware that any complaint has been made that they are below the current rate in Dublin.

2452. You mentioned a while ago that in certain cases you ascertained, by communicating with employers, whether the current rate of wages had risen or not?—Yes.

2453. Do you, whenever you are in doubt upon the point, communicate through your officers with the local trades council, for instance, in Dublin or Belfast, or Limerick or Cork?—I do not know that we have ever initiated any communication with them, but, whenever they have made any representation to us, we have uniformly entered into correspondence with them. But with regard to that point, as I said before, there is never the smallest difficulty in knowing what the current rate of wages is in Dublin; the rate of wages is well known to everyone.

2454. But you have communicated, you say, in one or more instances with the employers; can you recall instances in which you have communicated with the men through their organised society, in order to satisfy yourself that your information was impartial and correct?—I do not know that any necessity has arisen for it. We have never had any question. To take the case I mentioned, the contractor has announced to us, "I am paying a halfpenny more now, and that is what is being generally paid." We were quite satisfied that we might believe him; but, in order to keep ourselves within the spirit of the Resolution, we had to see that that was the generally current rate, and as we found that the other employers had consented to it, we knew that the men must be asking it. We would naturally see whether the employers by their assent had made this the current rate of wages.

2455. You ascertained the views of the men by inference only?—We ascertained the views of the men by seeing that the men have asked for the additional halfpenny an hour, and that it had been conceded, and on the rate being adopted we yielded to it. But there was no indisposition, if there had been any necessity, to consulting the men.

2456. You would not hesitate, if occasion arose, to communicate with the trades council?—Certainly not, to ascertain any fact.

2457. In connection with your lump-sum contracts, have you a list of contractors in the country contracts?—I may say, I think, almost without exception, we have no list of contractors. In the town contracts we have no list of contractors properly so-called. Sometimes, of course, a big work will turn up, and we will say, "Now we must really try and get one of these nine or ten men to do this work for us; we must not give it to a weak man;" and we confine the competition to those nine or ten. In the case I have in my mind nine was the number we selected, but we heard that some tenth man wanted to come in and we added him. Many of our contracts are open; some of them, as I say, are limited. Of course, such a thing as this will inevitably happen sometimes: perhaps you have some half-dozen men you have employed over and over again, who are very reasonable, and who do their work very well and leave no bad work after them; and you say, "We will put up this to competition among these half-a-dozen men." That will occur occasionally; but we have no such thing as the principle of exclusion or a selected list of contractors.

2458. Do you necessarily in each instance take the lowest tender?—I think a few years ago the tendency was to take the lowest tender in all cases.

2459. I was alluding to the unique contracts you referred to a while ago, of farmers or small shopkeepers?—The tendency was generally to take the lowest. Sometimes we were landed in such extreme difficulties by that that we had to say we will not always take the lowest. But we do

Mr. *Davitt*—continued.

do this: if the surveyor and the assistant surveyor recommend the lowest man to be passed over, we uniformly say, You must give your reasons; you must give a fair substantial and specific reason or we will not do so. We decline to do it unless there are specific facts shown to justify such a course.

2460. I will ask you as to one or two facts with regard to the contract for the Drogheda Post Office, to which you referred in the earlier part of your evidence. You are aware, are you not, that repeated complaints have been made by the Trades Council of Dublin in connection with the joinery and fittings of this new Post Office at Drogheda?—I am aware it has been complained of.

2461. The contract for the joinery and fittings was given to a certain house in Dublin which they say is an "unfair house;" you know the term, do you not?—Yes, I have heard the term. I did not hear it applied to that firm, except so far as I might infer the application from the complaint made in that case. I have never heard it generally applied to that firm.

2462. Are you aware that this firm has been spoken of at meetings of the Trades Council in Dublin and in the press as a sweating house in the furniture trade?—I think I have seen complaints of it, whether in connection with this or other matters, twice in the newspapers. I never heard the word "sweating" applied to this firm, so far as I know. I never heard any complaints, save the general language which was held against it in connection with the particular complaint that came before us; but I could see then, of course, that the trades did object strongly to the work being done by piece instead of by time.

2463. Do you recollect whether there were any other tenders sent in, except by this particular firm, for that particular work?—It was a case of sub-letting, and therefore the tender would not come before us. It was not with us that the contract was made, because it was a case of sub-letting.

2464. Did you ascertain, at the time or subsequently, that this work was sub-let?—I cannot say whether we ascertained it before the complaint was made. My impression is strongly that we knew before the complaint was made. It must, in point of fact, have come at least to the knowledge of our surveyor, the officer in charge for whom we are responsible.

2465. Can you recall whether tenders were sent in by other firms for this particular work?—No; because I have no knowledge of that at all, nor probably would our surveyor have knowledge of it; he would merely hear from the principal contractor, "I have arranged with Messrs. So-and-So to do such and-such a thing."

2466. If you had a suspicion that this work was going to be sub-let, would that have influenced you in accepting the tender of this particular firm?—There must have been permission given to the main contractor to sub-let, because that is one of the terms of the contract: the contractor is not to sub-let any part of the contract without permission; but whether he took it in the form "I am going to call for tenders for this work," or whether he took it in the form "I am going to let this work to this particular house," I cannot tell.

2467. With regard to your triennial contracts, for the supply of furniture for the public offices in Dublin, have there been any complaints made by the representatives of the workmen with regard to sub-letting and sweating?—I can recall none at this moment; I do not think there have been any.

2468. Would it be correct to say that the chairs supplied for some of those offices by a certain firm were made under sweating conditions?—I never heard it alleged.

2469. No such complaint has ever come before you?—No such complaint has ever come before me.

2470. In connection with the furnishing of the New Law Library at the Four Courts, the book cases were made, I believe, in Portadown?—Some of the work was done in Portadown.

2471. Did you take any steps to ascertain whether they were made there subject to the Resolution of the House of Commons?—No, I do not think so; for this reason: We were dealing with a very good class of contractor; one of his principal places of business was at Portadown, and he has the reputation of getting on remarkably well with his workmen, and we never heard the smallest allegation of any unfair treatment of his men by him.

2472. I presume there would be other tenderers for this particular work for the law library, in addition to this firm in question?—I believe there were.

2473 Presumably this firm satisfied you that they could carry out the work as well and as economically as any other firm?—Undoubtedly.

2474. You would not feel called upon to interfere in any way as to whether the work was carried out in Dublin or in Portadown?—We always felt that the Resolution of the House of Commons gave us no right to interfere in a matter of that kind.

2475. Of course, you can understand why there is local feeling in Dublin on the matter?—Undoubtedly.

2476. Just as, presumably, there would be in Portadown, if in connection with some building there part of the work was to be carried out in Dublin?—Undoubtedly.

2477. Then there is the matter of chairs brought over from High Wycombe, which you have mentioned already?—Yes.

2478. Does the same rule apply there; that is, that you take no steps to ascertain whether, in connection with the making of those chairs in High Wycombe, the Resolution of the House of Commons was adhered to?—We took the step of inquiring what class of house the High Wycombe house was. We learnt it was a respectable house, and a house that stood well, and there we let the matter rest.

2479. But would you not ascertain also that there are respectable and competent houses in Dublin capable of turning out work just as well finished?—Yes, and we also did give a very considerable amount of the chair work in Dublin; I think we divided it between three houses in Dublin.

Sir *Charles Dilke.*

2480. There might be some difficulty, might there not, in applying the other principle, that the work must be given in Ireland; because the application of a similar principle in this country might hit Irish industries, might it not—for instance, as regards butter and bacon for the supply of troops in England?—Undoubtedly. We have kept our minds off that, because really the Resolution did not authorise us to approach it. It is no doubt a subject upon which there will be a strong feeling in every locality; but it is one which the Resolution did not give us any authority to deal with or approach.

Mr. *Davitt.*

2481. That is to say, it was a matter for the contractor and not for you to get his chairs from where he pleased?—Our duty is to carry out the Resolution of the House of Commons, and we endeavour to do so.

2482. In this case you do not know whether the Resolution was carried out or not in connection with this firm at Bristol?—We know our inquiries led us to believe it was a thoroughly respectable firm, and we had no reason to think that the Resolution would be violated. We treated it as we would any respectable Irish firm.

2483. With regard to the contract for the library tables, that contract was given to a certain firm in Ireland; is it true that the firm contracting for those articles in Dublin imported the inlaid tops for them from Birmingham?—That I cannot say; I do not know.

2484. But I presume you know that Dublin has been famed far away back for fancy inlays, both modern and antique, of that kind?—Undoubtedly.

2485. As regards the matter of repairing the constabulary depôt in the Phœnix Park, that came under your control, I believe?—Yes.

2486. How were those repairs carried out?—Some of the repairs no doubt would be carried out by men supplied to us by the contractor under the triennial contract; others would probably be work done by measurement, such as painting. If there was any large piece of repair or alteration to be done that admitted of being put into the lump sum contract, our tendency would be to put it into the lump sum contract.

2487. Are you aware that it has been a matter of complaint on the part of the artizans of Dublin that constabulary men, paid as policemen out of the taxes, are employed to a large extent in carrying out those repairs, and that they get a little addition to their pay as policemen for this work?—I think I have seen some reference (my recollection is not quite accurate) to complaints as to the employment of those constabulary men. I never heard anything about their getting pay, and (but of this I cannot be positively certain) so far as the Board of Works are concerned, I have no recollection of any complaint of the employment of constabulary men being brought to us. I may be wrong about that.

2488. Will you take it from me as a fact that complaints have been made, and made publicly, by the trades council?—I mean any complaints to us.

Mr. *Davitt*—continued.

2489. You have had no complaints made to you?—I think not.

2490. Assuming the statement is correct, would you say that it would be in any way a contravention of the Resolution of the House of Commons to employ these policemen on this work and add a small sum per day to their pay as policemen for it?—I am afraid I could hardly, as a matter of opinion, answer that question.

2491. Would it not be interfering with civilian labour outside?—I can tell you the general principle which the Board of Works has gone on with regard to this. It is to be remembered when you talk of the constabulary depôt you bring in another official, namely, the inspector-general, and if he thought right to have some things that his men were handy at done by those men, I think the Board of Works would have very great delicacy in interfering. But I can tell you what the Board of Works do themselves in the matter where they themselves are the sole authority. Our principle is this: we are willing enough to utilise a non-skilled man for petty jobs that do not require skill; but we would not utilise a non-skilled man for work that really required skill.

2492. I think you said you had a comparatively large number of small contracts?—Yes.

2493. At one time I believe those were mostly carried out by one firm in Dublin?—That may be. That would be before my time.

2494. What rule do you follow in regard to those small contracts in order to see that the Resolution of the House of Commons is carried out?—We insert, as I told you, a notice that if the man violates the Resolution he will not be employed again; and that notice apparently has been effective up to the present time, because really we have had no complaints.

2495. You have had no complaints in connection with the carrying out of the Fair Wages Resolution of the House of Commons?—I have never heard of a complaint, save such as I have referred to.

2496. In the building contracts do you think it your duty to make inquiries from the contractors as to the character of the firms from whom the building materials are required. If you wanted dressed stone, or furniture, or doors, or anything of that kind, if the contractor himself had not men employed to make those articles but had to purchase them from other firms, would you ask him to supply you with, say, the character of those firms in the matter of paying fair wages?—That is to say, in a case where the contractor does not actually sub-let part of the work to be done, but goes to another firm to buy the article?

2497. Precisely?—That question has never arisen. If we found that that was arising at all generally, and if there was any danger of the evils resulting from sub-letting arising from it, I think we would take action and say, "You must not, either by others or by yourself, violate the Resolution." But no such case has ever arisen.

2498. Have you anything to do at all with the supplying of clothing material to any part of the forces in Ireland?—No, not to any part of the forces. There are a few men for whom we get the clothes made for ourselves.

2499. Are they supplied by contract, or are they too small for a formal contract?—They are supplied

Mr. *Davitt*—continued.

supplied by something that hardly deserves the name of a contract, the supply is so small.

2500. In the matter of the printing which you require, you have seen, I hope, that the Resolution of the House of Commons is carried out with regard to that work?—The printing that we get done is done through the Stationery Office.

2501. Entirely?—Entirely; we have nothing to say to it.

2502. You mentioned awhile ago that you had to do with the supply of brushes?—Yes.

2503. Are those brushes made in Ireland?—It is an Irish firm, in point of fact, and they are made in Ireland. The contractor may import a few little things, but I know the brushes are made in Ireland.

2504. Have you to do at all with any class of female labour in connection with the Board of Works?—No, not immediately. Of course, upon many of the pieces of furniture that we buy female labour would be employed; but then we compel our furniture people under their triennial contract to pay the regular current rate of wages, just as we do our builders, or plumbers, or gasfitters.

2505. If you found they did not pay the current rate of wages, you would not repeat the contract to them?—Not merely should we not repeat the contract, but, if we found any flagrant violation, it would be in our power, and, no doubt, we should exercise it, if it was a fit case, to terminate the contract upon short notice.

2506. You have a good deal of contract work, have you not, in connection with painting?—Yes.

2507. Is it true that complaints have been made to the Board of Works against a firm which employed what are called in Dublin "man boys"?—It is true that complaints of that kind were made before the present triennial contract; but we took such steps as prevented that being repeated. I have never heard of complaints since the triennial contract with the Resolution on the face of it.

2508. Those complaints would have been anterior to the passing of this Resolution?—Yes. The trades were afraid, when this new triennial contract was being entered into, that it would recur; but we placed their minds at rest.

2509. If the complaint were made it would not be well founded?—I can only say we would examine into it very carefully.

2510. You cannot now recall to mind whether such complaints have been made to the Board of Works since the Resolution was passed in the House of Commons?—Since the Resolution of the House of Commons was passed, but not since we were able to put the Resolution into force in our present triennial contracts.

2511. That is to say, a contract might be running against which these complaints would be legitimate; but when that contract terminated you took steps, I understand, to remove the grounds for those complaints?—To remove the grounds if they existed: because I am not able to say to what extent they did exist, but all I know is that they do not exist now.

2512. You said awhile ago that the Board of Works in Ireland are direct employers of labour?—Yes.

2513. You have, I believe, the superintendence and control of St. Stephen's Green Park, Dublin?—Yes.

2514. You employ a number of men?—Yes.

2515. Do you know what wages they are paid?—I think I could tell you what wages they are paid.

2516. Perhaps I may suggest the information you are looking for; is it the fact that those men are paid at the rate of 3*d.* per hour?—They are not paid by the hour.

2517. I understand they are paid 15*s.* a week for 60¾ hours' labour a week; is that so?—I think the lowest rate there is 15*s.* a week. That is the initial rate; but those men get increases to their pay; within the last few days I have had a case of the kind, not exactly in St. Stephen's Green, but in the appanage to St. Stephen's Green, Leinster Lawn, where there were two men who had 15*s.* a week, and had 2*s.* 6*d.* for some extra work, such as attending there on Sunday and looking after the flowers in order to prevent them being plucked; that is to say, they had 17*s.* 6*d.* a week. Only the other day those two men got a shilling rise, giving them 18*s.* 6*d.*

2518. That is to say they attend on Sunday?—Yes, for certain hours.

2519. And for that they get an extra 2*s.* 6*d.*?—Yes.

2520. Is it the fact that what I may call the minimum wage for these labourers in St. Stephen's Green Park, and other similar places under your control in Dublin, is 15*s.* a week?—Yes; I have the figures now. The rates for gardeners and gardeners' labourers are 15*s.* to 30*s.* a week.

2521. That is a pretty big jump?—It is a big jump between a gardener's labourer and a gardener. In Phœnix Park, so far as I remember, it is 15*s.*, 16*s.*, and 17*s.* a week, but I cannot be quite sure.

2522. Are you aware that the minimum rate of wages for the same work in the parks here in London is 6*d.* per hour, which would be double what it is in Dublin, including sick-pay and a fortnight's holiday?—We take the labour market as we find it in Dublin. This is not a matter in the nature of a contract contemplated by the Resolution, and therefore I do not come quite prepared with the details, but, as you spoke about sick-pay, I should just like to refer to that.

2523. The point I want to make is this, that the men employed in similar work in the parks in London get double the amount of wages?—I should perhaps say that as regards these men employed by us in these different places in Dublin, there is a regular scale of sick pay for them. They are entitled to gratuities under certain circumstances after no very long service on retirement, and they have some holidays during the year; and there is a kind of natural continuity in the service of a big Government department that is worth something to these men, and which they recognise as being worth something. When you speak of the wage as 15*s.*, the 15*s.* goes up; they have chances, and they have portions of uniforms given to

Mr. *Davitt*—continued.

to them in places like St. Stephen's Green, and matters of that kind which are money's value.

2524. Then your view is, taking all these matters into consideration, that the wages paid for the work done are fair?—I do not think they are unfair. Of course if one were at liberty to test them by London wages, which is a matter for the Committee to say, there would be a great difference; but that does not appear to me to be the standard in Dublin.

2525. You would not follow that standard in this particular instance?—No.

2526. One more question of the same character; you employ a number of carpenters?—Yes.

2527. Do you know what the current rate of wages for carpenters in Dublin is?—Yes.

2528. Do you pay that current rate?—Some we pay the current rate; others we do not pay the current rate. Among our men are men who have met with accidents in our service, and are not able to do very much work, but we keep them instead of putting them out. There would be old men who are past their work and are very glad to remain at a lower rate of wage, and there will be young men who are emerging from apprenticeship, and a few that have not turned out very well, and are very glad indeed to be employed at a lesser rate. Then you will remember that these men all get the advantages I have spoken of, namely, sick pay, the prospect of a gratuity, and the prospect of virtually continuous service; it is generally continuous service as long as they behave themselves.

2529. You would say those extra advantages make up the difference between the wages you pay and the wages that the local trade union say ought to be paid for such work?—All I can say is that I am not aware of any discontent among the men we employ. I should have been very glad to bring the more exact figures upon this subject if I had known I was to be asked these questions.

2530. Probably you would agree with these figures. I am informed that the carpenters employed by the Board of Works are paid from 32*s.* a week, while the standard rate in Dublin is said to be 36*s.*?—The standard rate in Dublin as at present current and recognised by masters and men I understand to be 34*s.*

2531. Not 36*s.*?—Not at this moment. What the result of the strike may be I do not know, but what is stated as the current rate at present is 34*s.* There are many of our men, no doubt, who get 30*s.* and 32*s.*; but I have told you the classes they come from, and that, perhaps, if they had not the 30*s.* from us they would have nothing from elsewhere.

2532. Is it correct to say your carpenters work 60¾ hours per week while the accepted number of hours of the trade in Dublin is 54 only?—I cannot speak for the number of hours that our carpenters work; but on that matter I have really heard no complaint.

2533. Have you heard of any complaints as to the number of boys you employ, and of old men who are drawing pensions from some other kind of service?—To take the boys, for instance, I have never heard any complaint of the employment of the boys in the Board of Works service; but this I know, that the tendency of the Board, on economic grounds, is rather to discourage in future the employment of these boys; that is to say, the employment of apprentices.

2534. That is to say the employment of boys in substitution for manhood labour?—No; there is nothing of that kind; but there was a tendency to take apprentices in. That is now being discouraged. I do not think it did apprentices much good. In that way the boy is getting eliminated.

2535. Your Department have built a number of piers and harbours round the coast of Ireland, have they not?—We have. We are not building any at present.

2536. You carry out that kind of work?—We did carry out that kind of work.

2537. Has any of that work been done during your experience at the Board of Works?—Some completion work at Greystones went on while I was there.

2538. Do you know that a great number of those works have turned out to have been very badly constructed?—That is really a topic upon which I have not prepared myself, as it seems rather far away from the question here.

2539. It pertinently will appear from the question that follows: Would you say that the falling away of these piers round the coast of Ireland has been due to incompetent workmanship in consequence of the kind of contracts that obtained some time ago, to which you referred in the earlier part of your evidence?—Those works, I may say, were virtually concluded when I went to the board, and, therefore, I am very slow to speak to them at all; but I think I may go the length of saying that as regards the class of contractor I spoke of, the small and unskilled man, that element does not come into the question of the construction of these piers at all.

2540. The Dublin Trades Council asked for an interview with the heads of your Department in connection with your triennial contract for the supply of furniture to the public offices in Ireland, did they not?—There was an interview asked for some time ago with regard to the furniture contract.

2541. And you refused the interview?—Tenders had been called for, and after the tenders had been called for, and when they were coming in it might lead to very delicate questions to have interviews with the trades or with any persons who could criticise those whose names will appear before us on the tenders. We undoubtedly did answer the letter as you say, but at the same time assuring them in the most distinct manner that we would give effect to the Resolution of the House of Commons.

2542. Do you not know that it is the almost universal rule in Dublin, and has been for some years, for deputations from the Trades Council to call upon employers of labour, and try and discuss matters in dispute amicably?—It is one thing to call upon a contractor, but it is rather a more delicate thing to call upon the Board of Works when they are upon the eve of opening a tender.

2543. What

Mr. *Sydney Buxton.*

2543. What date is it that you are speaking of?—Within the last couple of months.

Mr. *Davitt.*

2544. Supposing they had a reasonable complaint to make with regard to the conditions under which this furniture was made, would it not be for the better information of the Board of Works to have received the deputation and ascertained their views on this point?—We gave them an assurance that the Resolution would be strictly adhered to in letter and spirit, and we really had such abundant means of examination of tenders, and knowing the character of the houses that came before us, and knowing their habits, that I doubt very much if anything would have been gained in the direction you speak of by the interview.

2545. Have you had any case of dispute between working men and contractors in connection with any of your contracts, and of work being suspended in consequence?—So far as I remember, not until this present strike. There may be instances, but not so far as I remember. I think I remember one contract, some four years ago, where there was either an actual cessation or a threat. But it came to nothing, the thing was settled. It was only a threat, I think.

2546. Have you had to withdraw any contract on account of non-compliance with the Resolution of the House of Commons?—Not so far.

Mr. *Broadhurst.*

2547. Have you seen the conditions of contract in the Scotch Department?—No.

2548. In their conditions of contract I see they have put some words which enable the surveyor, that is, their expert, to revoke an order for sub-contracting; do you think that would be a very good thing for you to insert in your conditions?—I can conceive circumstances where that might be a useful provision.

2549. It reads as follows: "The contractor shall not sublet any part of the works without a written consent from the engineers to that effect, and then only on condition that it shall be in the power of the engineers at any time to put an end to or dissolve such sub-contracts"?—I think that is not an unwise provision.

2550. You rather agree with that provision?—I think it is a very useful provision to have for all purposes.

Mr. *Davitt.*

2551. Would you kindly take the hint and follow the good example of Scotland in connection with this kind of work in Ireland in future?—I will consult my colleagues about it.

Mr. *Broadhurst.*

2552. Then with regard to that case of piece-work which you mentioned, when you discovered they were earning as much as they would at day work, was it not the fact that the men in that case objected to piece-work, whatever effect it might have upon their wages; that is to say they object to piece-work in that particular branch of industry?—Undoubtedly, the society did.

Mr. *Broadhurst*—continued.

2553. In precisely the same manner that many organised industries of trades unions object to day work?—Yes, undoubtedly the society did.

2554. It is not because all workmen object to piece-work so much as it is that they consider it unsuitable for their particular branch of industry?—No doubt that would have been one of their motives; they would have alleged that as an argument.

Mr. *Sydney Buxton.*

2555. Who is your official superior?—The chairman of our board is Mr. Thomas Robertson.

Mr. *Davitt.*

2556. He is newly appointed to the post, is he not?—Yes.

Mr. *Sydney Buxton.*

2557. Is he immediately under the Irish Secretary?—No. The Board of Works is under the English Treasury.

2558. Has it nothing to do with the Irish Government?—Though not directly under them we are a subordinate Department in Ireland.

2559. Your responsible official superior is the Treasury here?—Yes.

2560. In the case of a complaint of a breach of the Resolution being levelled against some contractor under your department, to whom would that come in the first instance?—It would naturally come to one of two offices, either to the Chief Secretary's office, in which case the Chief Secretary would ask us for an explanation and we would become in a certain sense, of course, responsible to the Irish Government.

2561. By "you" do you mean your board?—Yes, our board. Or else it would come to the Board of Works, in which case we would be responsible immediately to the Treasury. But the Irish Government would make its voice and authority felt.

2562. I am not asking that. What I want to know is the course that would be taken in case of complaint. It would come to you as a commissioner of the board?—Yes.

2563. What would be your first step if complaint was made?—Our first step would be to inquire into the complaint.

2564. How?—By obtaining evidence and by seeking information generally about the facts alleged in the complaint.

2565. Who would be your subordinate to whom you would apply?—Supposing it was with regard to a building or triennial contract, the surveyor of the Board of Works would be the person to whom I would apply.

2566. You would yourself apply to the surveyor?—I should see him and obtain information through him and through the secretary, and the other authorised means of obtaining information.

2567. Having applied to him, and he giving you his report, would you then think it your duty to see the contractor?—Certainly. We might not necessarily see the contractor; we might, as we have done, write and say, "Here are certain charges made against you; what is your answer?"

2568. Supposing the contractor answers and the case still remains in dispute, would you then think

Mr. *Sydney Buxton*—continued.

think it your duty to see the contractor in order to settle it?—Yes.

2569. Would you consider it your duty to see those who had made the complaint also?—Certainly, if they wanted to see us. When they have a serious complaint they come and make it themselves, and certainly we would see them, as we have done.

2570. That is to say, if the dispute continues you would consider it your duty to see the contractor on the one hand, personally, and to see those who had made the complaints personally, on the other hand?—Certainly.

2571. That has occurred more than once, has it?—Yes; the men have come and made complaints.

2572. You have not refused to see them, except in the particular case you mentioned just now?—No.

2573. In that particular case the reason for not seeing them, as I understand, was that tenders were in the process of being accepted, and you thought it expedient not to see them, but you pledged yourself to see that the Resolution was carried out?—Exactly.

2574. Therefore, if they had a complaint to make you would be prepared to see them afterwards?—Certainly.

2575. I do not quite understand what you said with regard to sub-letting. You said in answer to Mr. Davitt some little time ago in a particular case of sub-letting the matter did not come before you; how do you mean it did not come before you?—I think I corrected myself afterwards and said it must in a certain form have come before us. The sub-contract would not come before us, because it would be a contract made between the contractor and the sub-contractor; but, of course, the contractor must have come to us to ask for permission to sub-contract because he is not at liberty to sub-contract without our permission.

2576. Then it practically did come before you?—Yes, in that sense.

2577. In regard to the words "current in the district," which you, unlike most of the other Departments, omit from your contracts, I understood you to say that in your opinion there was no general average rate of wages, but there were rates current in districts?—Yes.

2578. And that is the interpretation which you have put on the Resolution?—Yes.

2579. Then what is the objection to having those words inserted in the terms of contract, as most other Departments do?—I do not know that there is any objection to inserting those words. It would certainly be in accordance with our interpretation of the Resolution.

2580. In regard to the question of the recognised rate, have you ever called in the help of the Labour Department of the Board of Trade when there have been any doubts as to what the current rate is?—No. In the first place we have never had any reason to doubt what it is; and in the second place I do not know to what extent the Labour Department has yet taken much action in Ireland. I am not quite sure how that is.

2581. Assuming they have information about Ireland and that there was a question in dispute, would you have any objection to call in their advice?—Certainly not.

Mr. *Sydney Buxton*—continued.

2582. You have, I understand, no penalties inserted in your contracts for the infringement of the Resolution?—Not in our lump-sum contracts.

2583. Have you in any of them?—No, we have no specified forfeiture or penalty for infringing the Resolution.

2584. Your penalty being I understand that either you may bring the current contract to an end, or you might strike the contractor's name off your list in future?—Yes; the former penalty in the case of a triennial contract; the latter penalty in the case of a lump-sum contract.

2585. Would you consider it would be advantageous to have some minor penalty for a lesser breach of the Resolution?—I think that would deserve consideration.

2586. You will give it your consideration?—Certainly.

2587. I understand in neither your triennial contracts nor your lump-sum contracts do you require the contractor to state in a schedule what rates he proposes to pay?—Yes, we do, where the contractor supplies us with tradesmen or labourers under our present triennial contracts. I have the form here.

2588. May I look at the form?—Certainly (*handing the same to the honourable Member*).

2589. As a matter of fact you do state in the schedule the rate of wages?—Yes, in the cases I have mentioned.

2590. Have you ever had any difficulty about that?—Never.

2591. You are speaking now of the triennial contracts?—Yes, for building, painting and plumbing.

2592. Why do you not extend that system to lump-sum contracts?—It has never been suggested before.

2593. Do you think there would be any difficulty in extending it to the lump sum contracts?—I should say with regard to that what I said in the other case, that it is a matter that would deserve consideration.

2594. You will give your attention to that point?—Certainly.

2595. When were these specified conditions which we have printed in Appendix Paper 13, and those to which you have referred, first adopted?—When the triennial contracts of 1893 were going out; it would be before 1893.

2596. Before that you had not inserted those conditions?—No.

2597. When were the conditions with regard to the lump-sum contracts first inserted?—Probably a little before the insertion in the triennial contracts. We set the work going as quickly as we could.

2598. The trace which you said you had found, in the file of papers before you, of some reference to the Resolution of 1892, was only a reference to it, and practically nothing was done till 1893?—It could not have been brought into operation, with regard to the triennial contracts, before the 1893 contracts.

2599. I am speaking now of the lump-sum contracts?—I think it was brought in there about the same time.

2600. That is to say nothing, at all events, as detailed as these conditions was done in connection

Mr. *Sydney Buxton*—continued.

tion with the Resolution till 1893?—I will not be quite sure about the date at which the system was introduced with regard to the lump-sum contracts.

2601. You do not think it was before the end of 1892?—I do not think it was before the latter part of 1892.

2602. The contractors have to state the rate they are going to pay as regards the triennial contracts. Is it stated anywhere in the workshop, or on the works, so that the men can see what the rates are?—I am not aware that any provision is made for that.

2603. Are these terms of contract put up anywhere publicly?—I am not aware that that is so.

2604. Do you think it would be an advantage?—I think it would be an advantage.

2605. Will you consider that point also?—You will understand, of course, that I am only one of a board of three, but speaking for myself, I think it deserves consideration.

2606. I quite understand that you can only report these matters, and let the board generally consider them, but I understand you will consider whether it might be advantageous to put up in the works the terms of contract in regard to the current rate?—Yes.

2607. Secondly, you might consider whether you should insert the words "current in the district"?—Yes.

2608. Thirdly, would you consider whether it would be advantageous to insert some minor penalty in your contracts?—Yes, certainly.

2609. Fourthly, would you consider whether it might be advantageous to take some more detailed precautions against sub-letting without your knowledge?—Yes. On the last matter, with regard to our taking some more detailed precautions against sub-letting, I would not like to be taken as admitting that there had been any negligence, or that any sub-letting had taken place without our consent.

2610. I do not mean that, what I meant was this: I rather understood you to admit you thought there might have been some abuse of sub-letting in some cases, was that so?—No.

2611. Then I will not press that. Then, further, if the labour department could be brought in in connection with a dispute, you would see no objection to that being done?—No.

2612. On the whole, do you consider that the Fair Wages Resolution has worked satisfactorily in Ireland?—I think so.

Mr. *Davitt.*

2613. If a contractor came before you to get the permission of the Board of Works to sub-let part of a contract, would it be your duty to inquire from him as to the character of the employer who would carry out the sub-contract?—Undoubtedly it would be our duty, and it is a duty we discharge very critically; and I may say unless there is good reason for sub-letting we would not approve of sub-letting. We do not approve of sub-letting unless a man has a contract which involves some particular kind of work which would be better done by a specialist, or there is some consideration of that kind. Without saying that we would refuse in all cases, I may say we do not like sub-letting.

Mr. *Davitt*—continued.

2614. In the triennial contracts you say you insert the rate of wages?—Yes, where the contractor supplies us with tradesmen or labourers to work by time.

2615. On what rule do you base that rate of wages?—We should ascertain what the current rates of wages are.

2616. In the manner you explained some time ago?—Yes; and it has never been challenged, so far as I know, in any case.

2617. Has the Board of Works rate of wages varied within the last five years?—It varied in the case I spoke of a few moments ago, where an increase took place in the current rate of wages, where we immediately increased the amount of our payment to the contractor in order that he might be able to meet it upon the spot.

2618. If you were not satisfied in your desire to ascertain what was the current rate of wages by the information you would get from the employers, you would not hesitate to go to the Trades Council for information?—We would not hesitate to inquire of the Trades Council and see them, and no doubt, if the Trades Council knew we were in any doubt upon the matter, they would ask to see us.

Mr. *Powell-Williams.*

2619. I suppose the rates of wages you insert in the triennial contracts are the wages which you have ascertained to be agreed to between employers and employed?—Yes.

2620. You have been asked about the wages paid at Phœnix Park; have you any reason to suppose that the wages you pay, all the advantages being taken into account, are less than the current rate for labour of that character in the district of Dublin?—No, I think not.

2621. Should you feel that there was an obligation on you, the same as you impose upon your contractors, to pay the current rate?—I think so; that would be the tendency of the Board. Of course when these men have continuous service, and all sorts of little privileges, and also gratuities, that does weigh a little, and they will wish to come to you at a shade lower rates in many cases.

2622. That rather involves the principle, does it not, of paying less than the current wage?—If you take one day it may involve it for one day, or for a week; but when you come to the end of the year and see all that a man has gained you will find he has gained this *quasi* right to a gratuity; and they have certain clothes, and so on.

2623. I said all the advantages being taken into account?—I do not for a moment think that, taking all the advantages into account, we do go below the normal rate of wages in Dublin.

Mr. *Davitt.*

2624. But you are aware that you are 100 per cent. below the normal wages in London for the same kind of work?—It may be so.

Mr. *Powell-Williams.*

2625. Do you consider there is any obligation upon you as representing a Government Department to pay more than the current rate of wages?—No.

2626. Are

Mr. *Davitt.*

2626. Are you aware that the Government has raised the rate of wages for labour in Departments here in England voluntarily?—I was not aware of that.

Mr. *Powell-Williams.*

2627. The only other question I want to put is this: on a complaint being made that in a certain district the current rate of wages is not being paid by the contractor, your inquiry must, I suppose, have regard to the wages paid in that district, and not to those paid elsewhere?—Not necessarily paid elsewhere.

2628. It must be the wages paid in that district?—Yes.

2629. Does it make any difference, that being so, whether or not the words "in the district" are included in the conditions of the contract?—I confess I think the contract would be a shade fuller and more explicit if the words "in the district" were there.

2630. Would you tell me what difference you think it makes?—It ought to make no difference; for I interpret the Resolution as it stands as referring to the district.

2631. Supposing, for instance, the contractor is a contractor in London or Dublin, and complaint is made to you that he is not paying the current rate of wages to a certain class of workmen, your inquiry must be, What is the current rate of wages in London or in Dublin, as the case may be?—Certainly.

2632. You will determine whether or not the contractor is paying the current rate of wages according as you find it to be the current rate of wages in those places?—Undoubtedly.

2633. Then I put it again to you: does it really make any difference, under those circumstances, and that being the universal principle which you must adopt, whether or not the words "in the district" are in the contract?—It makes no difference, so far as the operation of the contract goes and so far as our action goes.

Mr. *Walter Morrison.*

2634. Supposing the words "in the district" were not read by your Department into the Resolution of the House of Commons, have you considered what should be the area over which you should average all the wages of the trade to find out the current rate?—I have not. That is a consideration that puzzled me when it was suggested that there was to be a general rate.

2635. You would not confine it to Ireland?—I suppose not; I suppose you would be driven to go outside.

2636. Would you include Great Britain?—I suppose, logically speaking, one should.

2637. Would you include Germany and all other countries where artizans compete with the Irish artizans?—I am afraid I should have to consult my colleagues as to what we should do in such cases. I cannot conceive how the thing would work, unless "in the district" be the true interpretation.

Mr. *Walter Morrison*—continued.

2638. With regard to Government employment, is it the fact that there is a certain dignity attaching to Government employment which is an inducement to people to enter the service?—I hardly think there is any special idea of dignity attached to it. The only idea of dignity is the solid idea as to the permanent or continuous character of the employment.

Mr. *Broadhurst.*

2639. The fact that it is constant employment, you mean?—Yes.

Mr. *Walter Morrison.*

2640. Do you know how far in other civilised countries, in Europe and the United States, Government wages compare in economy with the wages paid by private firms?—No, I cannot say I do; I have never had an opportunity of inquiring into that matter.

2641. You are not aware that it is common for Governments to get served at lower rates than private persons?—I am not aware as to that.

2642. With regard to the repairs that are done by constable artizans, I suppose they are only small repairs?—I think they are only small repairs.

2643. They are done by a constable on the spot?—Yes.

2644. That, I presume, is much more economical than paying walking time to an outside artizan?—Undoubtedly.

2645. Do you consider that it is your duty to study economy and get the work done cheaply?—We do consider that that is one of our great duties.

2646. Is there a belief in Ireland that the Government is possessed of gold mines with untold supplies of gold?—There is a tendency to that belief; but I think people are less disposed than they were to think that everything will be done for them. I think there is much more disposition at the present day to work for themselves than there was, and that there is not that utter dependence upon the Treasury which might, perhaps, be inferred from the question.

Mr. *Davitt.*

2647. Would you not say it was as reasonable on the part of a working man in the employment of the Government to look for high wages as for a civil servant to look for a high salary?—Undoubtedly.

2648. Do you not think the State would be just as well served in one case as in the other?—I have no doubt it would.

2649. Are you aware that even here, in this model country of England, the cost of carrying on the Government is increasing from year to year?—Yes.

2650. And that England manages, as a rule, to get at least her share out of the general taxes of the three countries?—I think I can hardly be expected to speak to that.

2651. I understood

Mr. *Sydney Buxton.*

2651. I understood you to say, in answer to Mr. Powell-Williams, that in your opinion the only possible interpretation of the Fair Wages Resolution is to assume that the wages to be insisted upon are those current in the district?—That is my opinion.

2652. The advantage of putting in the words which you at present omit would be, as I understand, that it would make it clear and more certain what your principle of action was; that is to say, it would not affect your principle of action, but it would make it clear what you intended?—That is exactly the effect.

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APPENDIX.

APPENDIX, No. 1.

STATEMENTS prepared by direction of the Committee showing the Conditions inserted in Notices and Contracts by Government Departments under the following Resolution of the House of Commons, dated 13th February 1891 :—

"That, in the opinion of this House, it is the duty of the Government, in all Government contracts, to make provision against the evils recently disclosed before the Sweating Committee, to insert such conditions as may prevent the abuse arising from sub-letting, and to make every effort to secure the payment of such wages as are generally accepted as current in each trade for competent workmen."

Department.	Contract.	Conditions.
1. Office of Works	Ordinary Works and Repairs to Buildings, &c.	A Schedule of Wages generally accepted as current in the district in each trade for competent workmen (special cases excepted), and a Schedule of Overtime Regulations observed in the district, are submitted with each tender, and after approval are embodied in the Contract. The contracts provide for modifications in these Schedules if rules and rates should be changed. There is a Clause in the Form of Contract prohibiting Sub-letting except with approval.
2. Ditto	Special Works	Sub-letting is forbidden except with consent of the Department.

* *Note.*—The following Notice is published by the Department:—

Office of Works Contracts.—The attention of persons who may desire to tender for Contracts given out by the Commissioners of H. M. Works, &c., is invited to the following Resolution, passed by the House of Commons on the 13th February 1891,—

"That, in the opinion of this House, it is the duty of the Government in all Government Contracts to make provision against the evils recently disclosed before the Sweating Committee, to insert such conditions as may prevent the abuse arising from sub-letting, and to make every effort to secure the payment of such wages as are generally accepted as current in each trade for competent workmen."

It is to be understood that, in accepting any tender, the Commissioners will expect the contracting Firm to conform to the spirit and intention of this Resolution; and any Firm wilfully disregarding its provisions will render itself liable to be disqualified for further employment by the Board.—H. M. Office of Works, &c., London, S.W.

APPENDIX, No. 1.

(A.)

Department.	Contract.	Conditions.
1. War Office -	*Works (lump sum contract)	* No portion of this Contract shall be transferred without the written permission of the Director of Army Contracts. Sub-letting, other than that which may be customary in the trades concerned, is prohibited. The wages paid in the execution of this Contract shall be those generally accepted as current in each trade for competent workmen, in the district where the work is carried out. The Contractor will be required to put up a copy of the accompanying † Notice prominently in all workshops, yards, enclosures, pay offices, &c., where work for the War Department is carried on. * This does not refer to the purchase of materials necessary for carrying out the work.
2. Ditto - -	*Defence Works -	ditto.
3. Ditto - -	*Works by Measurement	ditto.
4. Ditto - -	†Artificers' Work -	- ditto (except footnote, which would, however, be applied.)
5. Ditto - -	†Periodical Services -	- - ditto.
6. Ditto -	Stores and Materials -	9. No portion of this Contract shall be transferred without the written permission of the Director of Army Contracts. Sub-letting, other than that which may be customary in the trades concerned, is prohibited. The wages paid in the execution of this Contract shall be those generally accepted as current in each trade for competent workmen in the district where the work is carried out.
7. Ditto - -	Machinery Supply - -	- - ditto.
8. Ditto -	Inspection and Guarantee of Boilers.	- - ditto.
9. Ditto - -	Repairs - -	- - ditto.
10. Ditto - -	Stores and Materials (under 100*l.* value).	- - ditto.
11. Ditto - -	Exhibiting Recruiting Posters on Carriers' Vans.	- ditto.
12. Ditto - -	Biscuit - - - -	- - ditto.
13. Ditto - -	Barbed Fencing Wire -	- - ditto.
14. Ditto - -	Strained Iron Wire Fencing	- - ditto.
15. Ditto - -	Gas, Shoeburyness - -	- - ditto.
16. Ditto - -	Washing Tents, Woolwich -	- - ditto.
17. Ditto - -	Lighterage of Coal from Thames to Waltham Abbey.	- - ditto.

† *Note.*—The required Notice is as follows:—Extract from Resolution of the House of Commons in regard to the rates of workmen's wages, dated 13th February 1891:—

"That, in the opinion of this House, it is the duty of the Government, in all Government Contracts, to make every effort to secure the payment of such wages as are generally accepted as current in each trade for competent workmen."

In accordance with the above Resolution, all Contractors for War Department Works are bound by the terms of their Contracts with the War Department to pay all workmen employed under those Contracts the rates of wages (without any deductions), current for competent workmen in the respective localities where the work is performed, and to put up a copy of this notice, prominently, in all workshops, yards, enclosures, pay offices, &c., where work for the War Department is carried on.—By Order of the Secretary of State for War.

Department.	Contract.	Conditions.
18. War Office —*continued.*	Supply of Teams, Ordnance Factories, Woolwich.	11. No portion of this Contract shall be transferred without the written permission of the Director of Army Contracts. Sub-letting, other than that which may be customary in the trades concerned, is prohibited. The wages paid in the execution of this Contract shall be those generally accepted as current for competent men in the district where the work is carried out.
19. Ditto -	Conveyance of Saltpetre, Thames to Waltham Abbey.	- ditto.
20. Ditto - -	Bread - - -	This Contract shall not be sub-let or transferred without the written permission of the Director of Army Contracts. The wages paid in the execution of this Contract shall be those generally accepted as current in the trade for competent workmen where the work is carried out.
21. Ditto	Bread for Militia	- ditto.
22. Ditto -	Flour - -	- - ditto.
23. Ditto -	Bakery Supplies - -	ditto.
24. Ditto -	Live Cattle and Sheep or Dead Meat.	ditto
25. Ditto	Meat - - -	- ditto.
26. Ditto -	Fresh Beef for Militia	- ditto.
27. Ditto	Preserved Provisions -	ditto.
28. Ditto -	Supplies, Duke of York's School, Chelsea.	ditto.
29. Ditto	Supplies, Royal Hibernian School, Dublin.	ditto.
30. Ditto	Hospital and Prison Supplies	- ditto.
31. Ditto - -	Coal - -	- - ditto.
32. Ditto	Coal, Woolwich Ordnance Department.	- ditto.
33. Ditto -	Coal, Enfield and Waltham Abbey Factories.	- ditto.
34. Ditto	Coal and Coke, Clothing Factory.	- ditto.
35. Ditto -	Coal, Sparkbrook Factory	- ditto.
36. Ditto - -	Fuel Wood - -	- ditto.
37. Ditto -	Kindling Wood	- ditto.
38. Ditto -	Candles - -	- - ditto.
39. Ditto - -	Oil - - - - -	- ditto.
40. Ditto - -	Oil at Aldershot -	- ditto.
41. Ditto - -	Cotton Wick - -	- - ditto.
42. Ditto - -	Hay for pressing -	- - ditto.
43. Ditto - -	Forage and Straw for Paillasses.	- - ditto.
44. Ditto -	Forage for Camps - -	- - ditto.
45. Ditto - -	Straw for Paillasses -	- - ditto.
46. Ditto - -	Brushwood for Gabions and Fascines.	- - ditto.
47. Ditto -	Conveyance of General Stores, &c.	- - ditto.
48. Ditto - -	Towing Barges - -	ditto.

Department.	Contract.	Conditions.
49. War Office —*continued.*	Sweeping Chimneys	This Contract shall not be sub-let or transferred without the written permission of the Director of Army Contracts. The wages paid in the execution of this Contract shall be those generally accepted as current in the trade for competent workmen where the work is carried out.
50. Ditto -	Scavenging -	ditto.
51. Ditto	Clothing	*General Condition. Stores and Materials form K* 1271. 9. No portion of this Contract shall be transferred without the written permission of the Director of Army Contracts. Sub-letting, other than that which may be customary in the trades concerned, is prohibited. The wages paid in the execution of this Contract shall be those generally accepted as current in each trade for competent workmen in the district where the work is carried out. *Special Conditions.* The Contractor undertakes that all garments included in this Contract shall be made up in his own Factory at , and that no work shall be done at the homes of the workpeople. Any infringement of this condition, if proved to the satisfaction of the Secretary of State, shall render the Contractor liable to a penalty not exceeding 100*l.* for each offence, which may be deducted in the manner laid down in Clause VI., Conditions of Contract. All wages earned by workers engaged in making up the garments shall be paid direct to them, and not through a foreman, or others, supervising the operations upon which the workers are engaged. The firm's wages' books, together with the details on which they are based, for all workers, so far as relate to this tender, shall be open to the inspection of the Director of Army Contracts, or his representative, at such times as he may think fit.

APPENDIX, No. 1.

(B.)

Department.	Contract.	Conditions.
1. Admiralty*	Hull and Machinery -	37. *Sub-letting.*—The Contractors shall not, without the consent in writing of the Commissioners, assign or transfer this Contract, or any part, share, or interest in it, directly or indirectly, to any person or persons whomsoever, and no sum of money to become payable under this Contract shall be paid to any other person than the Contractors without the consent in writing of the Commissioners being produced. 38. *Wages.*—The wages paid in the execution of this Contract shall be those generally accepted as current in each trade for competent workmen. This stipulation shall apply also to work done by sub-contractors, and no assignment or transfer will be assented to under Clause 21, unless such stipulation is made a condition of the sub-contract.
2. Ditto	Marine Steam Engines -	ditto - ditto.
3. Ditto -	New Machinery for Her Majesty's Dockyards.	13. *Transfer of Contract.*—This Contract, or any part, share, or interest in it, is not to be transferred or assigned by the Contractors, directly or indirectly, to any person or persons whomsoever, without the written consent of the Admiralty. 14. *Wages.*—The wages paid in the execution of this Contract shall be those generally accepted as current in each trade for competent workmen.
4. Ditto	(1) Machinery for Ships or Steamboats, the hulls of which are being built by other contractors. (2) Parts of Machinery - (3) Steamboats, Hull, and Machinery.	"In the event of an order being placed with you, the wages paid in the execution of the Contract shall be those generally accepted as current in each trade for competent workmen. This stipulation shall apply also to work done by Sub-contractors, and no assignment or transfer will be assented to unless such stipulation is made a condition of the Sub-contract."
5. Ditto	Torpedoes - -	None.—But manufacturers warned that adherence to Resolution of 13th February 1891 is expected.
6. Ditto	Gun Mountings	The wages paid in the execution of this Contract shall be those generally accepted as current in each trade for competent workmen.
7. Ditto -	Goods (as specified) -	*Transfer of Contract.*—This Contract, or any part, share, or interest in it, is not to be transferred or assigned by the Contractors, directly or indirectly, to any person or persons whomsoever, without the written consent of the Admiralty. *Wages.*—The Wages paid in the execution of this Contract shall be those generally accepted as current in each trade for competent workmen in the district where the work is carried out.
8. Ditto - -	Contact Studs for Depression Position Finder.	ditto - - ditto.
9. Ditto - -	Casemate Armour Plates for Her Majesty's Ships.	ditto - - - ditto.
10. Ditto - -	Works -	- ditto - ditto.
11. Ditto	Coastguard and Royal Naval Reserve (New Works).	ditto - - ditto.
12. Ditto -	Works (Materials)	- ditto - - ditto.
13. Ditto -	Works (Portland Cement)	ditto - ditto.
14. Ditto -	Works (Portland Cement for Dockyard).	ditto - ditto.
15. Ditto - -	Works (Portland Cement into Freight Ships in Thames).	ditto - ditto.

* Attention is called, in invitations to tender, to the Resolution of the House of Commons, dated 13th February 1891, in a notice which states that, "It is expected that parties whose tenders are accepted will adhere to its conditions. Their Lordships will be compelled to consider the question of removing the names of all who fail to comply with the Resolution from the list of those allowed to undertake work for the Admiralty."

APPENDIX, No. 1.

(C.)

Department.	Contract.	Conditions.
1. Home Office (Prison Department).	Works (including Labour and Materials).	No portion of this Contract shall be transferred without the written permission of the Commissioners. Sub-letting, other than that which may be customary in the trade concerned, is prohibited. The wages paid in the execution of this Contract shall be those generally accepted as current in each trade for competent workmen in the district where the work is carried out.
2. Ditto - -	Ordinary Repairs (Building Materials Supply).	- - ditto - - ditto.
3. Ditto	Ordinary Supplies to Prisons	- ditto - - - ditto.
4. Ditto -	New Works (Building Materials).	None.— *Note.*—These forms of Contract are only used for materials when there is no call for labour.
5. Ditto - -	Special Supply (Building Materials).	None.—

APPENDIX, No. 1.

(D.)

Department.	Contract.	Conditions.
1. Home Office (Metropolitan Police).	Building - - - -	No under-letting without receiver's consent. Competent workmen only to be employed at specified wages. Pay-sheets may be demanded. Power reserved to make up wages underpaid out of moneys due to contractor.
2. Ditto - -	General Repairs	- - ditto ditto
3. Ditto -	Saddlery and Harness -	No under-letting without consent. All work to be done at factory. Current wages to be paid. Penalty of 50*l.* for infringement of conditions.
4. Dltto	Bedding	- ditto - ditto.
5. Ditto -	Boots - -	No under-letting. Current wages to be paid. Work to be done in factory, except such as receiver sanctions to be done at home.
6. Ditto - -	Accoutrements -	Same as Saddlery and Harness.
7. Ditto - -	Capes - -	Same as Saddlery and Harness. Penalty 100*l.*
8. Ditto -	Clothing * - -	All work must be done at the factory, and none at homes of workpeople. Penalty 100*l.* Factory open to receiver's inspection.
9. Ditto	Helmets, Hats, and Capes -	Same as Saddlery and Harness. Penalty 100*l.*
10. Ditto -	Turnery and Stable Utensils	Current wages for competent workers to be paid. Wages-sheet may be called for. Penalty 50*l.*
11. Ditto	Carts -	No under-letting without consent. Skilled labour only to be employed. Current wages to be paid.
12. Ditto - -	Carpets - -	- ditto ditto.
13. Ditto -	Furniture - - -	- - ditto - ditto.
14. Ditto -	Clocks - -	- ditto - - ditto.
15. Ditto -	Candles and Soap	- ditto - - ditto.
16. Ditto -	Forage	Current wages to be paid.
17. Ditto -	Hackney Carriages, Plates, and Badges.	Same as Carts.
18. Ditto	Ironmongery -	No under-letting. Current wages to be paid.
19. Ditto -	Lanterns (Trimming) and Oil.	- ditto - - ditto.
20. Ditto	Coals and Coke	Current rates of wages to be paid.
21. Ditto - -	Sale of Old Clothing -	
22. Ditto -	Sale of Waste Paper	

* This Contract was made prior to the Resolution of the House, dated 13th February 1891.

APPENDIX, No. 1.

(E.)

Department.	Contracts.	Conditions.
1. Post Office -	Parcel Baskets and Protectors.	No portion of this Contract shall be transferred without the written permission of the Controller of Postal Stores on behalf of the Postmaster General. Sub-letting of this Contract or of any work to be performed under it, other than such sub-letting as may be customary in the trades concerned, is prohibited; and the wages paid for all work performed under this Contract shall be those generally accepted as current in each trade for competent workmen in the district where the work is carried out.
2. Ditto - -	Clogs - -	ditto ditto.
3. Ditto - -	Enamelled Iron Notice Plates	None. (No Tenders have been invited since the 13th of February 1891.)
4. Ditto -	India-rubber Stamps and Accessories.	Same as No. 1 above.
5. Ditto	Scales and Weights	None. (No Tenders have been invited since the 13th of February 1891.)
6. Ditto - -	Sealing Wax -	The Contractor shall not assign or transfer the Contract or any portion thereof without the written permission of the Postmaster General, nor shall the Contractor without such permission sub-let the Contract or any portion thereof, or any work to be performed under the Contract, except and so far as such sub-letting is customary in the trades concerned. The wages paid by the Contractor for all work performed under the Contract shall be those generally accepted as current in the trades concerned for competent workmen in the district where the work is carried out.
7. Ditto - -	Cord, Thread, and Twine -	- ditto - ditto.
8. Ditto -	Clothing -	(*a*) No portion of this Contract shall be transferred without the written permission of the Controller of Postal Stores. Sub-letting other than that which may be customary in the trades concerned, is prohibited. The wages paid in the execution of this Contract shall be those generally accepted as current in each trade for competent workmen in the district where the work is carried out. (*b*) The Contractor undertakes that all garments included in this Contract shall be made up in his own factory at , and that no work shall be done at the homes of the workpeople. Any infringement of this condition, if proved to the satisfaction of the Postmaster General, shall render the Contractor liable to a penalty not exceeding 100*l.* for each offence, which may be deducted in the manner laid down in Clause 5, Conditions of Contract.
9. Ditto -	Tarpaulins - -	Same as No. 6 above (Sealing Wax).
10. Ditto - -	Clothing for Officers and Men on Cable Ships.	Sub-letting of this Contract or of any work to be performed under the Contract, other than such sub-letting as may be customary in the trades concerned, is prohibited, and the wages paid for all work performed under this Contract shall be those generally accepted as current in each trade for competent workmen in the district where the work is carried out.

Department.	Contracts.	Conditions.
11. Post Office	Washing -	Same as No. 6 (Sealing Wax).
12. Ditto	Waterproof Capes (India-rubber).	- ditto.
13. Ditto	Boots	Same as No. 8 (*a*).
14. Ditto	Chacos -	Same as No. 8 (*a* and *b*).
15. Ditto - -	Serge, B. - (Made by the War Office on behalf of the Post Office)	Same as No. 8 (*a*).
16. Ditto	Cloth, C. - (Made by the War Office on behalf of the Post Office)	ditto.
17. Ditto -	Duck - - (Made by the War Office on behalf of the Post Office)	ditto.
18. Ditto	Cloth, D. - (Made by the War Office on behalf of the Post Office)	ditto.
19. Ditto	Caps and Hats (Made by the War Office on behalf of the Post Office)	Same as No. 8 (*a* and *b*).
20. Ditto	Telegraph Stores - -	Same as No. 1 (Parcel Baskets).
21. Ditto -	Galvanized Iron Wire -	- ditto.
22. Ditto	Submarine Cable -	ditto.
23. Ditto -	Laying Underground Pipes	ditto.
24. Ditto	Laying Underground Pneumatic Tubes.	- ditto.
25. Ditto -	Telegraph Poles -	- ditto.
26. Ditto -	Creosoting Poles - -	ditto.
27. Ditto	Conveyance of Mails and Parcels.	The wages paid for all work performed under this Contract shall be those generally accepted as current for like work.
28. Ditto -	Mail Bag Apparatus Material (Metal Work).	The wages paid by the Contractor for all work performed under this Contract shall be those generally accepted in the trade as current for competent workmen in the district where such work is carried out.
29. Ditto	Mail Bag Apparatus Material (Leather Work).	The wages paid by the Contractor for all work performed by the Contractor under this Contract shall be those generally accepted in the leather trade as current for competent workmen in the district where such work is carried out.
30. Ditto	Packet Services	The Contractors shall not assign, underlet, or dispose of the Contract or any part thereof without the consent in writing of the Postmaster General.

APPENDIX, No. 1.

(F.)

Department.	Contract.	Conditions.
1. Board of Trade	Clothing - - -	5. "The Contractor undertakes that all garments included in this Contract shall be made up in his own Factory at . . . . . and that no work shall be done at the homes of the workpeople. "Any infringement of this condition, if proved to the satisfaction of the President of the Board of Trade, shall render the Contractor liable to a penalty not exceeding 100*l.*, which may be deducted in the manner laid down in Clause 7. 6. "No portion of this Contract shall be transferred without the written permission of the President of the Board of Trade. Sub-letting, other than that which may be customary in the trade concerned, is prohibited. "The wages paid in the execution of this Contract shall be those generally accepted as current in each trade for competent workmen in the district where the work is carried out."
2. Ditto -	Building - -	No condition as to wages.
3. Ditto -	Steam Launches -	- - ditto.
4. Ditto -	Harbour, &c., works - -	- - ditto.
5. Ditto - -	Steam Tenders in connection therewith, and lighthouse abroad (Ceylon and Bahamas).	- - - ditto.
*Lighthouse Authorities :—		
Trinity House	Clothing - -	"The wages paid in execution of this Contract shall be those generally accepted as current in each trade for competent workmen in the district in which the work is carried out."
Ditto	New Works and Repairs (Lighthouses, Light Vessels, Steamers, &c.).	- ditto - - - ditto.
Irish Lights Commissioners.	Clothing - - -	"That no portion of this Contract shall be sub-let, and that the various articles of clothing enumerated will be made up on the premises of the firm or person tendering, by competent workmen, who shall be paid such wages as are generally accepted as current in their trade."
Ditto	New Works and Repairs (Lighthouses, Light Vessels, Steamers, &c.).	Nil.
Northern Lights Commissioners.	Clothing	"The Contractor to pay such wages to those employed in making the uniforms as are generally accepted as current in the trade for competent workmen when executing contract work."
Ditto -	New Works and Repairs (Lighthouses, Light Vessels, Steamers, &c.).	No form of condition, but the Resolution (13th February 1891) is considered and given effect to as far as possible.

* These Authorities, though subject to financial control by the Board of Trade, are not Departments of the Government, and the Resolution does not, in strictness, apply to them.

APPENDIX, No. 1.

(G.)

Department.	Contract.	Conditions.
1. Customs*	Uniform Clothing -	10. The Contractors undertake that all garments included in this Contract shall be made up in their own factory at , and that no work shall be done at the homes of the workpeople. No portion of this Contract shall be transferred without the written permission of the Commissioners. Sub-letting, other than that which may be customary in the trades concerned, is prohibited. The wages paid in the execution of this Contract shall be those generally accepted as current, in each trade, for competent workmen in the district where the work is carried out. Any infringement of this condition, if proved to the satisfaction of the Commissioners, shall render the Contractors liable to a fine not exceeding 100*l.* for each offence, which may be deducted in the manner laid down in Clause 11 of this Contract.
2. Ditto -	Single Screw Steam Launch	(7.) The Contractor is to pay for the labour employed in the fulfilment of his Contract at the rate of wages current in the district in which his business is carried on ; and the Contract is not to be transferred or sub-let.

* *Note.*—The following General Order is issued by the Board :—(General Order, 29—1891.)—Contracts to contain proviso for payment of Wages at Current Rates, and not to be transferred or sub-let.

Custom House, London, 24 April 1891.

With reference to the Resolution of the House of Commons on the 13th February last, in the following terms, viz. :—

" That, in the opinion of this House it is the duty of the Government in all Government Contracts to make provision against the evils recently disclosed before the Sweating Committee, to insert such conditions as may prevent the abuse arising from sub-letting, and to make every effort to secure the payment of such wages as are generally accepted as current in each trade for competent workmen,"

the Board direct that, in future, Specifications upon which Tenders are invited for supplies for the service of this Department are to contain a clause providing that the Contractor shall pay for whatever labour is employed in the fulfilment of his engagement to the Crown at the rate of wages current in the district in which his business is carried on, and that the Contract shall not be transferred or sub-let.

The Officers concerned in London and at the Out-ports are to be informed, and to govern themselves accordingly.

By Order of the Board,
John Courroux.

APPENDIX, No. 1.

(H.)

Department.	Contract.	Conditions.
Office of Secretary for Scotland.	- -	There have been no Contracts since 1891, but the following paragraph is now about to be entered in a contract:
1. Fishery Board -	(*a*) Harbour Works	"The Contractor shall not sub-let any part of the works without a written consent from the engineers to that effect, and then only on condition that it shall be in the power of the engineers at any time to put an end to or dissolve such Sub-contracts, by a letter addressed to the Contractor, on its appearing to them to be necessary for the carrying out of the works, and such Sub-contract when in force shall in no way relieve the said principal Contractor from any conditions of this specification." It will be seen that in a Schedule of this Contract the Contractor is required to specify the wages he means to give to each class of his men.
Ditto -	(*b*) Stores, Coals, and Clothing, &c., of Crews of the Board's two vessels.*	
2. Prison Commission (Scotland).	Works - -	15. The Surveyor may at any time forbid or cancel any arrangements for sub-letting any portion of the work under this Contract, and the Contractor shall not be entitled to receive any payment under this Contract for work done by the Sub-contractor after such order. Trade is to assist trade in the work, and make good after as required. 28. The wages to be paid in the execution of this Contract shall be those generally accepted as current in each trade for competent workmen in the district where the work is carried out.
3. Ditto -	Purchase of Paint, Stores, Coal, and Materials.	Nil.
4. Ditto -	Works in the Western Highlands and Islands. (These Contracts are entered into by the County Councils after approval by the Secretary for Scotland.)	18. If for the due execution of the work the second party shall find it desirable to enter into Sub-contracts, the Sub contractors will in no way be recognised by the first party; neither will failure on the part of any Sub-contractor relieve the second party from the several terms, obligations, and conditions of this contract. 19. *Should Sub-contractors be employed*, the second party shall be bound to see that fair wages are paid to his workmen, and in the event of any question or dispute arising under this head, it shall be referred to . . . . . or such other person. (In more recent Contracts the words in italics have been cut out, so as to make the obligation more general of giving fair wages.)

* *Note.*—Tenders are invariably called for by the Fishery Board for these supplies. The annual cost is approximately as follows:—

For Stores - - - - - - - - - - - -	£. 650
For Coals - - - - - - - - - - - - -	520
For Uniform - - - - - - - - - - - - -	122
TOTAL - - -	£. 1,292

Usually the lowest tender is accepted, but not always. Only last month (June 1896) the Fishery Board rejected the lowest tender for uniform clothing because it was found that the tenderer did not pay the standard wages of the trade.

APPENDIX, No. 1.

(I.)

Department.	Contract.	Conditions.
1. Office of Public Works, Dublin.	*Building Contracts, Works, and Supplies.	24. The Contractor shall not sub-let, assign, or let by task-work this Contract, or any portion thereof, without the written permission of the Board. 26. The Contractor shall pay his workpeople, when engaged on any works or supplies specified in the Schedule herewith, at the rates of wages generally accepted as current in each trade for competent workpeople, exclusive of country money, and shall furnish his pay sheets and other evidence of the amounts paid by him as the Board may from time to time direct.
2. Ditto -	*Painting and Glazing, Works, and Supplies.	26. The Contractor shall pay his workpeople, when engaged on any works or supplies specified in the Schedule herewith, at the rate of wages generally accepted as current in each trade for competent workpeople, exclusive of lodging and travelling expenses, and furnish his pay sheets and any other evidence of the amounts paid by him that the Board may from time to time require.
3. Ditto	*Plumbing and Gasfitting and Supplies.	Same as 24 above. Same as 26 above.
4. Ditto -	†Office Furniture -	16. The Contractor shall pay his workpeople, when engaged in any works required for the purpose of the annexed Schedule, at the rates of wages generally accepted as current in each trade for competent workpeople, exclusive of country money, and shall furnish his pay sheets and such other evidence of the amount paid by him as the Board may from time to time direct.
5. Ditto	†Carpets, Linoleum, &c. -	Same as 16 above.
6. Ditto - -	†Blankets, Linen, &c. - -	- ditto.
7. Ditto	†Bedding, &c. -	ditto.
8. Ditto	†Brushes	- ditto.
9. Ditto -	†Chandlery, Drugs, Oils, &c.	None.
10. Ditto	*Ropes and Cordage	None.

* The following Instruction is issued to Contractors Tendering :—

"(2.) With a view of giving effect to the Resolution of the House of Commons of the 13th February 1891, each Contractor shall enter in Section I. of the Schedule herewith, the rates of wages generally accepted as current in each trade for competent workpeople, omitting all fractions of a penny whose denominator exceeds four, but shall not otherwise add to nor in anywise alter what is hereinafter printed."

† The following Notice is issued to Persons Tendering :—

"The attention of persons desiring to tender for this Contract is invited to the following Resolution, passed by the House of Commons on the 13th February 1891, the spirit and intention of which it is imperative on Contractors to comply with." (*See* Resolution quoted above.)

LUMP SUM CONTRACTS FOR BUILDINGS, REPAIRS, &c.

The following Notice is printed on the Forms of Tender :—

"The attention of persons who may desire to tender for contracts given out by the Commissioners of Public Works in Ireland is invited to the following Resolution, passed by the House of Commons on the 13th February 1891 :—

'That, in the opinion of this House, it is the duty of the Government in all Government Contracts to make provision against the evils recently disclosed before the Sweating Committee, to insert such conditions as may prevent the abuse arising from sub-letting, and to make every effort to secure the payment of such wages as are generally accepted as current in each trade for competent workmen.

"It is to be understood that, in accepting any tender, the Commissioners will expect the contracting Firm to conform to the spirit and intention of this Resolution ; and any Firm wilfully disregarding its provisions will render itself liable to be disqualified for further employment by the Board."

These Contracts contain a provision against sub-letting without the permission of the Board

APPENDIX, No. 1.

(K.)

Department.	Contract.	Conditions.
1. Office of Inspector General, Royal Irish Constabulary.*	Clothing for Royal Irish Constabulary Force.	12. No portion of this Contract shall be transferred without the written permission of the Director of Army Contracts. Sub-letting, other than that which may be customary in the trades concerned, is prohibited. The wages paid in the execution of this contract shall be those generally accepted as current in each trade for competent workmen in the district where the work is carried out. 13. All wages earned by workers engaged in making up the garments shall be paid direct to them, and not through a foreman, or others, supervising the operations upon which the workers are engaged. 14. The firm's wages books, together with the details on which they are based, for all workers, so far as relate to this tender, shall be open to the inspection of the Director of Contracts, or his representative, at such times as he may think fit. 16. The Contractor undertakes that all articles included in this contract shall be made up in his own factory at , and that no work shall be done at the homes of the workpeople. Any infringement of this condition, if proved to the satisfaction of the Secretary of State, shall render the Contractor liable to a penalty not exceeding 100*l.* for each offence, which may be deducted in the manner laid down in Clause 7, Conditions of Contract.
2. Ditto - -	Head Dresses for the Royal Irish Constabulary Force.	Same as No. 12 and No. 16 above.
3. Ditto - -	Badges and Chevrons for the Irish Constabulary Force.	Same as No. 12 above.
4. Ditto - -	Accoutrements for the Royal Irish Constabulary.	Same as No. 12 and No. 16 above.
5. Ditto	Harness and Saddlery for the Royal Irish Constabulary.	- ditto.
6. Ditto - -	Conveyance of Stores in Ireland for Royal Irish Constabulary.	This contract shall not be sub-let or transferred without the written permission of the Director of Army Contracts. The wages paid in the execution of this contract shall be those generally accepted as current in the trade for competent workmen where the work is carried out.
7. Office of Chief Commissioner, Dublin Metropolitan Police.	Dublin Metropolitan Police: Clothing and Equipments.	17. The Contractor undertakes that all garments included in this contract shall be made upon his own factory at , and that no work shall be done at the homes of the workpeople. No portion of this contract shall be transferred without the written permission of the Accountant. Sub-letting, other than that which is customary in the trades concerned, is prohibited. The wages paid in the execution of this contract shall be those generally accepted as current in each trade for competent workmen in the district where the work is carried out. Infringement of any of these conditions, if proved to the satisfaction of the Commissioners of Police, shall render the Contractor liable to a fine not exceeding 50*l.* for each offence, which may be deducted or recovered in the manner laid down in Condition 10 of this contract.
8. Ditto -	Dublin Metropolitan Police: Helmets and Caps.	- - ditto - ditto.

* The Irish Government is not directly responsible for inviting any contracts. Contracts for the supply of Clothing, &c., for the Royal Irish Constabulary are not made with the Inspector General, but with the Secretary of State for War, and the tenders are invited by the War Department. Contracts for Stationery and Printing are invited by the Stationery Office in London, and the Irish Board of Works is under the control of the Treasury in such matters.

APPENDIX, No. 1.

(L.)

Department.	Contract.	Conditions.
Stationery Office*	140 (about) in number are issued in a year.	The following condition is inserted in all Contracts for work to be executed :— "The Contractor shall not under-let any work to be done under this Contract, or assign the Contract to any other person, without the written consent of the Controller ; and shall in all other respects conform to the Resolution of the House of Commons, a copy of which is attached ; and shall undertake that in the engagement and employment of workmen and others required for the execution of the work no preference shall be given as between 'unionists' and 'non-unionists.'"

* *Note.*—The notice attached to all invitations to tender is as follows :

Attention is directed to the following Resolution passed by the House of Commons on the 13th February 1891, and renewed on the 21st March 1893, to the spirit and intention of which all who may be entrusted with Contracts for the Stationery Office are expected to conform. The Controller will be compelled to consider the question of removing the names of any firms who may fail to comply with the spirit of the Resolution from the list of those allowed to undertake work for the Department :—

"Resolved, That, in the opinion of this House, it is the duty of the Government in all Government Contracts to make "provision against the evils recently disclosed before the Sweating Committee, to insert such conditions as may prevent "the abuse arising from sub-letting, and to make every effort to secure the payment of such wages as are generally "accepted as current in each trade for competent workmen."

APPENDIX, No. 1.

(M.)

Department.	Contract.	Conditions.
1. Inland Revenue*	Adhesive Stamps, Post Cards, Postal Wrappers, and Postage Envelopes.	None.
2. Ditto	Watermarked Paper	38. The Board will only accept tenders direct from principals, and will not agree to the contract being sub-let in any way whatever.
3. Ditto	(With the Incorporated Law Society and Messrs. Stevens and Sons) in connection with issue of the Law List.	None.
4. Ditto	Carriage of Stamping Material.	None.

* The Board have not invited tenders for any contracts since the date of the Resolution (13th February 1891) of the House of Commons.

APPENDIX, No. 2.

PAPER handed in by the *Chairman*, 26 June 1896.

(Mis.—27,979/96.)

Sir, 22 June 1896.

IN answer to your circular, dated the 17th instant, I am directed by the Lords of the Committee of Council on Education to inform you that this Department very seldom has to invite tenders for contracts, and that there is no special "Form" of invitation in use.

The erection, repairs and maintenance of the buildings occupied by the Department are entirely in the hands of the Office of Works.

This Department is charged with the work necessary in fitting up objects for exhibition, including the supply of glass cases and the maintenance of the apparatus and appliances for lighting and heating the buildings, and for protection against fire. But circumstances render it necessary that the great bulk of these works should be performed by workmen employed immediately under, and paid by, the Department. These men receive the full trade rate of wages.

In a recent, but exceptional, case of the first supply of some heating apparatus the Department had to invite tenders, and copies of the invitations are herewith enclosed. These were issued to four well-known firms only.

I am, &c.
(signed) *J. F. D. Donnelly.*

A. W. Nicholson, Esq., Committee Office,
House of Commons, S.W.

Gentlemen, 7 May 1896.

I AM directed to inquire whether you are willing to tender for the supply, setting, and connecting to existing hot-water apparatus, of four boilers, of which two are to be in the "Western Galleries" and two in the "Indian Section" of the South Kensington Museum.

The tender to include all furnace doors and bars, soot doors, dampers, and all other necessary fittings, and all work of setting the boilers.

The flues to be connected to the existing flues, and the flow and return pipes to be connected to the existing pipes, a proper stop slide valve with gunmetal spindle and faces being fixed to each flow and return of each boiler, so that either boiler may be shut off entirely when necessary. All the work to be done in the best possible manner, and none but the very best materials are to be used.

All the workmen employed on the work to be paid the full rate of wages for their respective trades, in accordance with the Resolution of the House of Commons of 13th February 1891.

The work to be completed to the satisfaction of the Department within 10 weeks of the date of the order being given.

A drawing with figured dimensions of the boilers proposed to be supplied is to accompany the tender, which must be delivered in a sealed envelope addressed to the Secretary, Department of Science and Art, South Kensington, S.W., on or before 12 noon on the 19th instant.

The existing boilers can be seen and the positions of the new ones pointed out, if application be made at the Directors' Office in the South Kensington Museum, between the hours of 10 a.m. and 12, or 1 and 4 p.m.

I am, &c.

(W. 21,251/96.)

Gentlemen, 7 May 1896.

I AM directed to inquire whether you will tender for laying hot-water pipes for warming the "Cross Gallery" of the South Kensington Museum, in accordance with the accompanying specification and tracing.

The tender must be distinct from that which you have already been invited to make for the boilers, and must be delivered in a sealed envelope addressed to the Secretary, Department of Science and Art, South Kensington, S.W., on or before 12 noon on the 19th instant, and the tracing must be returned with the tender.

In the event of your tender being accepted, you must guarantee that all workmen employed on the work shall be paid the full rate of wages in their respective trades, in accordance with the Resolution of the House of Commons of the 13th February 1891.

For permission to view the premises and for any further information, application should be made at the Directors' Office of the South Kensington Museum between 10 and 12 or 1 and 4.

I am, &c.

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[*N.B.*—In this Index the Figures following the Names of the Witnesses, and those in the Analysis of Evidence of each Witness, refer to the Questions in the Evidence: the figures following *App.* refer to the Pages in the Appendix; and the Numerals following *Rep.* to the Pages in the Report and Proceedings of the Committee]

A.

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REPORT.

Government Contracts (Fair Wages Resolution).

Ordered, by The House of Commons, *to be Printed,*
22 *July* 1897.

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R E P O R T

FROM THE

SELECT COMMITTEE

ON

GOVERNMENT CONTRACTS (FAIR WAGES RESOLUTION);

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

APPENDIX, AND INDEX.

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Government Contracts (Fair Wages Resolution).

Ordered,—[*Thursday, 25th February* 1897]:—That a Select Committee be appointed to consider the working of the Fair Wages Resolution of February 1891, and its administration by the various Government Departments.

Committee nominated of—

Mr. Allison.
Mr. Austin.
Mr. Banbury.
Mr. Broadhurst.
Mr. Buchanan.
Mr. Sydney Buxton.
Sir Charles Dilke.
Sir Arthur Forwood.
Mr. Jackson.
Mr. Maclean.
Mr. Morrison.
Sir Matthew White Ridley.
Sir Albert Rollit.
Mr. Parker Smith.
Mr. Powell-Williams.

That the Committee have power to send for Persons, Papers, and Records.

That Five be the Quorum of the Committee.

Ordered,—[*Thursday, 4th March* 1897]:—That Mr. Jackson and Mr. Parker Smith be discharged from the Select Committee on Government Contracts (Fair Wages Resolution).

That Mr. Aird and Sir William Arrol be added to the Committee.

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REPORT.

THE SELECT COMMITTEE appointed to consider the Working of the FAIR WAGES RESOLUTION of February 1891, and its Administration by the various Government Departments;——HAVE agreed to the following REPORT:—

YOUR Committee were appointed in the Session of 1896, and were reappointed this Session, "To consider the working of the Fair Wages Resolution of the 13th February 1891 and its administration by the various Government Departments." They have held 19 sittings, and have examined a large number of witnesses. All the Government Departments concerned have been represented; some of the trades unions have given evidence through their general secretaries and other officials; certain trades at the same time having been individually represented; several of the contractors have been examined; and your Committee believe that they have been put in sufficient possession of the facts to enable them adequately to report to the House.

As your Committee understand the Resolution of the 13th February 1891, it was not proposed nor desired that the State should, in any sense of the term, fix the rate of wages, but should recognise and uphold the minimum current rate of wages that might prevail in different trades or districts.

That Resolution is as follows:—

"That in the opinion of this House it is the duty of the Government in all "Government contracts to make provision against the evils recently disclosed before "the Sweating Committee, to insert such conditions as may prevent the abuse "arising from sub-letting, and to make every effort to secure the payment of "such wages as are generally accepted as current in each trade for competent "workmen."

This Resolution has been in force for six years. So far as regards the relations between employers and employed, its working does not appear to have had any adverse effect. Indeed, it seems probable that it has done something to promote agreements between masters and men, in reference to the rate of wages and conditions of employment. It does not appear either that the contractors, as a whole, object to the Resolution nor to the way in which it has been administered. It appears also that complaints from the workmen of breaches of the Resolution are not now as frequent as formerly.

The Appendix to the Committee's Report of last Session shows the action that has been taken by the different Departments in giving publicity to the terms of the Resolution; first, with a view to inform the contractor of the nature of the obligation he is undertaking, and secondly, to ensure that he binds himself to fulfil that obligation. It will be observed that, both as regards the terms of tender and the clause in the contract, and in other ways, there is lack of uniformity. Subject to special circumstances, your Committee consider that, as regards the Resolution, a common form of tender and of contract should be used by all the Departments.

As regards the administration of the Resolution, your Committee have had the evidence of the Departments concerned, and that of representative workmen. In reference to these latter witnesses, it may be pointed out that complaints of the nature in question can hardly be made by individual workmen, but must necessarily come through their accredited representatives.

The new duties cast upon the Departments in connection with the Resolution have not been easy of accomplishment; and have been considerably more arduous than the simple process of the acceptance of the lowest tender, with no responsibility for the conditions of employment that might subsequently prevail under the contract. It is not

surprising that difficulties presented themselves at first in carrying out the new duties. Considerable time and trouble have necessarily been expended in ascertaining the genuineness or correctness of the complaints made, which were often, when made, unsupported by any particulars, as well as in balancing conflicting statements, and in arriving at a just conclusion. But, as already pointed out, the number of complaints has diminished, and your Committee do not therefore consider that the difficulties alluded to were any other in amount or character than are inherent in the introduction of a new system. Most of the cases brought before your Committee were not of recent date, nor were they of a serious character as respects the number of men affected.

None of the witnesses from Public Departments have, however, expressed other than satisfaction at the principle contained in the Resolution, but have stated their desire to administer it both in spirit and letter. And, broadly speaking, your Committee have come to the conclusion that the Departments, as a whole, have loyally endeavoured to interpet and carry out its provisions.

At the same time it must be noted that, as regards the Irish Departments, the evidence points to the fact that it is only of late that any effective action has been taken to insert it in contracts, or to carry out the Resolution.

On the other hand, it cannot be denied that, in certain quarters, there exists a great lack of confidence in the ability or in the desire of some of the Departments to enforce the spirit and letter of the Resolution. It was alleged that there is no uniformity of interpretation or of administration: that many complaints are altogether ignored, and no inquiry made into them: that where inquiry takes place it is often very perfunctorily made: that information is frequently only sought from one side, that of the employer; while the complainants are not consulted or kept informed of what is taking place: that the decision is thus too often not in accordance with the true facts of the case: that, on occasion, Departmental promises of remedial action have not been fulfilled. Further, it is alleged that, in every case, there is great delay and much circumlocution in dealing with complaints: that, thus, it frequently happens, that in cases in which the Department concerned ultimately admits the justice of the complaint and instructs the contractor to remedy the grievance, the inquiry has covered such a long period of time that, by then, the contract is almost or altogether completed. The men are not benefited, and the contractor escapes all penalty or charge. Finally, it is stated, that so great is the want of confidence in the ability or desire of the Department to remedy these grievances, that trades unions and other representatives of the men, despairing of obtaining proper consideration and redress, have allowed grievances to continue, being convinced of the futility of taking action in respect to them.

While, as already stated, the Committee do not consider that this lack of confidence is well-founded, they think it is very important that the feeling should be removed. And they are of opinion that, in some ways, there is room for improvement in administration and that there might be greater promptitude and uniformity in the working of the Resolution.

The words of the latter part of the Resolution bind the Government to "make every effort to secure the payment of such wages as are generally accepted as current in each trade for competent workmen." Practically each Department interprets this to mean the rate of wages generally accepted as current in each trade for competent workmen in the district where the work is carried out, and these words, with slight variations, are now inserted in nearly all Government contracts.

And, it appears to your Committee that this is the natural interpretation of the Resolution. In no single trade is there a general current rate of wages prevailing throughout the country; while, in nearly every trade, there are more or less defined, recognised, and agreed-on rates of wages prevailing in particular districts. There are many rates of wages "current in the district," there is no one rate "current in the trade." Unless, therefore, the definition hitherto adopted by the Department is upheld, it would not be possible, in any given case, to decide with equity whether the current rate of wage was being paid in accordance with the terms of the contract and the spirit of the Resolution.

A question has thus arisen as to the retention or otherwise in Admiralty contracts of the words "in the District," and the effect of this question upon shipbuilding on the Thames has been strongly represented to your Committee. It was alleged on one side that

that the omission of the words enables the contractors on the Thames to pay wages of a low rate, accepted as current in districts remote from London. This is not wholly denied by the Thames contractors, who state that unless they remain free to make their own bargains with their operatives, they have no chance of obtaining contracts in competition with the Northern yards. It appears that many artizans at the present time are working in certain ship-building and engineering yards in London at rates somewhat below those claimed by some witnesses as being accepted as current in the London district. This fact seems to show that there is no actual established rate. Whether or not the words "in the district" are included in the contract, the rate current in the district would be open to doubt, and the contractor would not under such circumstances be interfered with. But, even if it could be shown that a rate applicable to the district has been established it might in the opinion of your Committee be nevertheless undesirable to insist, in a case such as this, on an interpretation of the intention of the House of Commons, which would have the effect of injuring, or it might be even of destroying, a great local industry on which many workmen are depending for a livelihood, and which motives of national policy might render it prudent to foster and maintain. One witness of authority went so far as to say that the Fair Wages Resolution had already driven a vast amount of work from the Thames which would otherwise have been done in that locality, and was fast killing the Thames trade. It was represented to your Committee that the effect of allowing a contractor to disregard a rate of wages claimed as current in the district where his yard is situated would be to induce contractors in other parts of the country to do the like, and thus to drive down wages. But it is obvious, on the other hand, that if the Admiralty were to give a higher price for vessels built in one locality because of higher wages claimed to be current there, a strong inducement would be held out to other localities artificially to raise the wage rate, and thus to obtain a like indulgence.

As subsidiary to the points discussed in the preceding paragraphs, various other matters have arisen in connection with the administration of the Resolution in reference to the question of the current rate of wages and other conditions of employment.

How is the current rate of the district to be ascertained?

How is the area of a district to be defined?

Under what circumstances is a contractor entitled to ignore the district rate?

Should any action be taken in regard to an alleged undue employment of women, boys, apprentices, "improvers," &c.?

The question of "walking time" and other details of employment.

The question of whether stone should be dressed at the quarries or in the district in which the work is carried out.

The question of sub-contracting, &c.

As regards these and other points, your Committee do not consider that it is possible to lay down any hard-and-fast rules. Each case must be decided on its merits, by the exercise of common sense after careful inquiry.

But it should be borne in mind that one of the chief objects which the House of Commons had in view in adopting the Resolution was that the State as such should throw its weight rather on the side of better than of worse conditions of employment. Further, it appears to your Committee, who in this cordially endorse the recommendations of both the majority and minority of the Labour Commission, that any agreements tending to regulate the rate of wages, or the conditions of employment which may be come to between masters and men, should as far as possible be recognised and encouraged.

In regard to the other points mentioned, *i.e.*, the undue employment of women, boys, apprentices, or "improvers," walking time, dressing stone at the quarries instead of at the works, &c., the decision must largely depend, as it seems to your Committee, on—

(*a*) Whether the contractor is enforcing conditions of employment not recognised in the trade;

(*b*) Whether he has, as regards the particular contract in question, departed from his usual conditions of employment in order to evade the spirit if not the letter of the Resolution.

The same principles, it appears to your Committee, should be applied in deciding what is and what is not legitimate "sub-contracting" under the terms of the Resolution.

(*a*) Sub-letting or sub-contracting may be perfectly legitimate where the particular form of contract in question is customary to the trade; or where the contractor in question, in the ordinary course of his business, sub-lets or sub-contracts that particular portion of the work.

(*b*) But sub-contracting or sub-letting does not appear to the Committee to be permissible where it is not customary to the trade; nor should the contractor who, in the ordinary course of his business, could or would himself carry out certain work, be allowed to sub-let it to others.

Where a sub-contract is allowed the principal contractor should, as regards the carrying out of the Fair Wages Resolution, be held responsible for his agent.

A word must be said in reference to the penalty which at present prevails for breach of the conditions of the Resolution clauses. It appears, generally speaking, that no specific penalty is attached for breach; and that the only penalties that can be enforced are to put an end to the contract, or to strike the offender off the list of contractors. Such a punishment is far too severe, except under aggravated circumstances; and, indeed, in the case of some of the more important contractors, it could only be enforced with damage to the public service. Some lesser penalty, by way of fine, should be provided. This is especially important in those cases where, by the time that the examination into an alleged grievance has led to its substantiation, the contract in question has almost, or altogether, terminated. In such cases, though the contractor is proved to have been violating the Resolution, and, in his labour bill, has been benefiting from his *lâches*, he escapes scotfree; the contract is over before the increased scale of wages can be enforced. Your Committee believe that a moderate penalty, which could be and would be enforced, would do much to induce the contractor himself to remedy the grievances of which complaint is chiefly made. The suggestion made by the War Office director of contracts appears to us to be a valuable one; namely, that where a definite complaint is made and the grievance is subsequently proved and the contractor instructed to raise the wages, then the rise of wages should date back to the time at which the complaint was originally received, and payment of the balance shown to be due should be made to the workmen wherever possible.

Your Committee think it would be advantageous if a list of the Government contractors, together with the nature of their contracts, were from time to time laid before Parliament and published. They understand that no objection is entertained to the proposal by the Departments themselves. It appears from the evidence that the representatives of the men often find it difficult to discover who are and who are not Government contractors, and what is the nature of their contract, and are thus often prevented from or delayed in safeguarding the interests of the workmen. Your Committee think, also, the public have a right to know the names of the firms who are doing Government work.

A number of the witnesses were asked whether they did not think it desirable that questions relating to wages arising in the various public Departments out of complaints made that contractors were disobeying the Fair Wages Resolution should be investigated by the Board of Trade, and the answer was uniformly in the affirmative. Your Committee, however, do not regard the proposal with favour. Whilst it is open to the head of every public Department to seek the aid of the officials of the Board of Trade if he thinks well, your Committee consider that he must be guided, after all, by the advice of officers responsible to himself, and that to call upon the Board of Trade to interpose in the matter would lead to conflict of authority and to uncertainty of responsibility. Some of the witnesses appeared to think that there would be less delay under such a system. But it is clear that the reverse might be the result, because, after the officer of the Board of Trade had completed his inquiry, the head of the department concerned, especially if the case were an important one, might feel bound from the character and circumstances of the matter to institute an independent investigation through his own officer. Each department must, your Committee think, be held to understand best how to conduct its own business; and, as to the delays which formed the chief subject of the complaint of the witnesses, these, as has been intimated, were probably nothing more than are usually incident to the first working of a new and important regulation. The cases brought to the notice of your Committee related for the

the most part to the earlier days of the Fair Wages Resolution. Upon the proposal to introduce the Board of Trade into enquiries as to wages paid under the contracts of other Departments your Committee received valuable evidence from Sir Arthur Haliburton and accept the views which he laid before them.

There can be no doubt that the Resolution of the House of Commons has had an unfortunate effect in diminishing the prospect of employment for army reservists and old soldiers and sailors. This result was made plain by evidence given before the Committee of the House of Commons which investigated the subject of the employment of these men in 1894. The Fair Wages Resolution is held to mean that a contractor must give to every man whom he employs the minimum current wages payable to a fully competent workman in each particular trade. Many of the reservists and old soldiers and sailors are either no longer fully competent, or are temporarily unskilled; and though a contractor may be willing to pay them according to their capability, he is not allowed to take them into employment. Questions were put to one of the witnesses representing a trades union, with a view of ascertaining whether some understanding could not be come to under which Government contractors might be permitted, notwithstanding the "Fair Wages" Resolution, to give employment to these men, but the answer did not open out a prospect of an arrangement being arrived at. Having regard to the high importance of affording every facility to men who have served in the Army and Navy for getting employment, your Committee consider that Government contractors should not be called upon to refuse to engage them at wages commensurate with their capability even though those wages might be less than the ordinary current rate, provided that the wages of other workmen could not be shown to be adversely affected. In the absence of any such result old soldiers and sailors have a strong, if not a preferential claim for employment on Government work, and before the passing of the Resolution of February 1891, contractors had no difficulty in giving them occupation. Q. 957 *et seq.*

One final point must be mentioned. It will be seen from the evidence that in 1893 the Government of the day gave an undertaking that in all future contracts a clause should be inserted stating that no preference should be given (for employment) as between unionists and non-unionists. It appears that, for some reason, this point and pledge has not been brought to the attention of most of the Departments, though it is carried out in all stationery and some other contracts. Your Committee consider that, in accordance with the undertaking of 1893, this additional point should be assumed to have been incorporated by the House in the Fair Wages Resolution, and that in every contract the words which already appear in all stationery contracts should be inserted, namely, that "the contractor . . . shall "undertake that, in the engagement and employment of workmen and others required "for the execution of the work, no preference shall be given as between 'unionists' and "'non-unionists.'" Q. 1243–45.

22 *July* 1897.

PROCEEDINGS OF THE COMMITTEE.

Friday, 12*th March* 1897.

MEMBERS PRESENT:

Sir Matthew White Ridley.
Sir Charles Dilke.
Mr. Sydney Buxton.
Sir William Arrol.
Mr. Aird.
Mr. Powell-Williams.
Mr. Broadhurst.
Mr. Buchanan.
Mr. Austin.

Sir MATTHEW WHITE RIDLEY was called to the Chair.

The Committee deliberated.

[Adjourned till Thursday next, at Twelve o'clock.

Thursday, 18*th March* 1897.

MEMBERS PRESENT:

Sir MATTHEW WHITE RIDLEY in the Chair.

Mr. Powell-Williams.
Mr. Morrison.
Mr. Maclean.
Sir William Arrol.
Mr. Aird.
Mr. Austin.
Mr. Banbury.
Sir Arthur Forwood.
Mr. Sydney Buxton.
Sir Charles Dilke.

Mr. *E. C. Gibbs* and Mr. *John Lindsay* were examinad.

[Adjourned till Thursday next, at Twelve o'clock.

Thursday, 25*th March* 1897.

MEMBERS PRESENT:

Sir MATTHEW WHITE RIDLEY in the Chair.

Mr. Powell-Williams.
Mr. Morrison.
Sir Albert Rollit.
Mr. Allison.
Mr. Aird.
Mr. Austin.
Sir Charles Dilke.
Mr. Broadhurst.
Mr. Sydney Buxton.

Mr. *F. Lake*, Mr. *G. Dew*, and Mr. *A. W. Ireland* were examined.

[Adjourned till Thursday next, at Twelve o'clock.

Thursday, 1*st April* 1897.

MEMBERS PRESENT:

Mr. Banbury.
Sir Charles Dilke.
Mr. Sydney Buxton.
Mr. Powell-Williams.
Mr. Morrison.
Sir William Arrol.
Mr. Allison.
Mr. Aird.
Mr. Austin.
Mr. Broadhurst.
Mr. Buchanan.

In the absence of the Chairman, Mr. POWELL-WILLIAMS took the Chair.

The Committee deliberated.

Motion made, and Question put, That the evidence of Mr. J. Havelock Wilson, a Member of the House, be now taken—(Mr. *Sydney Buxton*).—The Committee divided:

Ayes, 3.	Noes, 5.
Mr. Austin.	Sir William Arrol.
Mr. Sydney Buxton.	Mr. Aird.
Sir Charles Dilke.	Mr. Allison.
	Mr. Banbury.
	Mr. Morrison.

Mr. *A. Major* was further examined.

Mr. *R. H. Attwell* was examined.

Mr. *G. Dew* was further examined.

Mr. *G. Barrand*, Mr. *Cheesman*, Mr. *W. Costelloe*, and Mr. *Sydney Buxton* (a Member of the Committee) were examined.

[Adjourned till Monday next, at Twelve o'clock.

Monday, 5*th April* 1897.

MEMBERS PRESENT:

Sir MATTHEW WHITE RIDLEY in the Chair.

Mr. Powell-Williams.
Mr. Morrison.
Mr. Sydney Buxton.
Sir Charles Dilke.
Mr. Austin.
Mr. Banbury.

Mr. *H. F. Hayes*, Mr. *Thomas Roach*, and Mr. *F. J. G. Meillear* were examined.

Mr. *G. Dew* was further examined.

Mr. *D. Brown* and Mr. *J. H. Smith* were examined.

[Adjourned till Thursday next, at Twelve o'clock.

Thursday, 8*th April* 1897.

MEMBERS PRESENT:

Sir MATTHEW WHITE RIDLEY in the Chair.

Mr. Powell-Williams.
Sir William Arrol.
Mr. Aird.
Mr. Austin.
Mr. Banbury.
Sir Charles Dilke.
Mr. Sydney Buxton.
Mr. Morrison.
Mr. Broadhurst.

Mr. *S. Uttley*, Mr. *T. Johnson*, Mr. *H. Bush*, Mr. *G. A. James*, and Mr. *James Allen* were examined.

[Adjourned till Thursday, 29th April, at Twelve o'clock.

Thursday, 29*th April* 1897.

MEMBERS PRESENT:

Sir MATTHEW WHITE RIDLEY in the Chair.

Mr. Maclean.
Sir William Arrol.
Mr. Allison.
Mr. Aird.
Sir Charles Dilke.
Mr. Sydney Buxton.
Mr. Austin.
Mr. Banbury.
Mr. Powell-Williams.

Mr. *W. Liddell*, Mr. *J. Fitzpatrick*, Mr. *M. Breen*, Mr. *C. Squires*, and Mr. *T. E. Sifton* were examined.

Mr. *D. Brown* was further examined.

[Adjourned till Thursday next, at Twelve o'clock.

Thursday, 6*th May* 1897.

MEMBERS PRESENT:

Sir MATTHEW WHITE RIDLEY in the Chair.

Sir William Arrol.
Mr. Allison.
Mr. Aird.
Mr. Austin.
Mr. Buchanan.
Sir Arthur Forwood.
Sir Charles Dilke.
Mr. Broadhurst.
Mr. Sydney Buxton.
Mr. Powell Williams.
Mr. Banbury.
Mr. Morrison.

Mr. *G. F. Jones*, Mr. *J. Shannon*, Mr. *J. Ratcliffe*, Mr. *J. Clarkson*, Mr. *J. Close*, and Mr. *J. C. Gordon* were examined.

[Adjourned till Thursday next, at Twelve o'clock.

Thursday, 13*th May* 1897.

MEMBERS PRESENT:

Sir Arthur Forwood.
Sir William Arrol.
Mr. Banbury.
Sir Charles Dilke.
Mr. Sydney Buxton.
Mr. Austin.
Mr. Aird.
Mr. Broadhurst.
Mr. Buchanan.

In the absence of the Chairman, Sir ARTHUR FORWOOD took the Chair.

Mr. *Alex. Wilkie*, Mr. *Wm. Sharrocks*, Mr. *J. H. Lean*, Mr. *E. R. Barnes*, Mr. *W. Mosses*, Miss *M. Barry*, Mr. *T. Flynn*, Mr. *W. C. Salter*, Mr. *T. Dobson*, and Mr. *R. Thurston* were examined.

[Adjourned till Monday, 24th May, at Twelve o'clock.

Monday, 24*th May* 1897.

MEMBERS PRESENT:

Sir MATTHEW WHITE RIDLEY in the Chair.

Mr. Powell-Williams.
Mr. Morrison.
Sir William Arrol.
Mr. Aird.
Mr. Austin.
Sir Arthur Forwood.
Sir Charles Dilke.
Mr. Sydney Buxton.
Mr. Broadhurst.

Mr.

Mr. *G. F. Jones* was further examined.

Mr. *J. Havelock Wilson*, a Member of the House, was examined.

Mr. *J. Christian*, Mr. *H. McManus*, and Mr. *W. H. Maudslay* were examined.

[Adjourned till Monday next, at Twelve o'clock.

Monday, 31*st May* 1897.

MEMBERS PRESENT:

In the absence of the Chairman, Mr. POWELL-WILLIAMS, and, subsequently, Sir ARTHUR FORWOOD, took the Chair.

Sir Charles Dilke.	Mr. Austin.
Mr. Buchanan.	Sir Arthur Forwood.
Mr. Sydney Buxton.	Mr. Banbury.
Mr. Aird.	Mr. Broadhurst.

Sir *Arthur Haliburton*, K.C.B., Mr. *A. H. Langton*, Mr. *J. Penn*, a Member of the House, Mr. *L. A. Marshall*, Mr. *R. Bruce*, and Mr. *E. G. Burls* were examined.

[Adjourned till Monday, 5th July, at Twelve o'clock.

Monday, 5*th July* 1897.

MEMBERS PRESENT:

Sir MATTHEW WHITE RIDLEY in the Chair.

Sir Arthur Forwood.	Mr. Aird.
Sir Charles Dilke.	Mr. Allison.
Mr. Sydney Buxton.	Mr. Austin.
Mr. Powell-Williams.	Sir Albert Rollit.
Mr. Morrison.	Mr. Banbury.
Sir William Arrol.	Mr. Broadhurst.

In the absence of the Chairman for a time, Mr. POWELL-WILLIAMS took the Chair.

Mr. *G. Fleetwood Wilson*, C.B., Mr. *A. Major*, and Mr. *A. F. Hills* were examined.

[Adjourned till Wednesday, 21st July, at One o'clock.

Wednesday, 21*st July* 1897.

MEMBERS PRESENT:

Sir MATTHEW WHITE RIDLEY in the Chair.

Mr. Sydney Buxton.	Mr. Powell-Williams.
Sir William Arrol.	Mr. Morrison.
Mr. Austin.	Mr. Aird.
Mr. Banbury.	Mr. Maclean.
Mr. Broadhurst.	Sir Charles Dilke.

DRAFT REPORT, proposed by the *Chairman*, read the first time, as follows:—

"1. YOUR Committee were appointed in the Session of 1896, and were reappointed this Session, 'To consider the working of the Fair Wages Resolution of the 13th February 1891 and its administration by the various Government Departments.' They have held 19 sittings, and have examined a large number of witnesses. All the Government Departments concerned have been represented; some of the trades unions have given evidence through their general secretaries and other officials; certain trades at the same time having been individually represented; several of the contractors have been examined; and your Committee believe that they have been put in sufficient possession of the facts to enable them adequately to report to the House.

"2. As your Committee understand the Resolution of the 13th February 1891, it was not proposed nor desired that the State should, in any sense of the term, fix the rate of wages, but should recognise and uphold the minimum current rate of wages that might prevail in different trades or districts.

"3. That Resolution is as follows:—

'That in the opinion of this House it is the duty of the Government in all Government 'contracts to make provision against the evils recently disclosed before the Sweating 'Committee, to insert such conditions as may prevent the abuse arising from sub-letting, and 'to make every effort to secure the payment of such wages as are generally accepted as current 'in each trade for competent workmen.'

"4. This Resolution has been in force for six years. So far as regards the relations between employers and employed, its working does not appear to have had any adverse effect. Indeed, it seems probable that it has done something to promote agreements between masters and men, in reference to the rate of wages and conditions of employment. It does not appear either that the contractors, as a whole, object to the Resolution nor to the way in which it has been administered. It appears also that complaints from the workmen of breaches of the Resolution are not now as frequent as formerly.

"5. The Appendix to the Committee's Report of last Session shows the action that has been taken by the different Departments in giving publicity to the terms of the Resolution; first, with a view to inform the contractor of the nature of the obligation he is undertaking, and secondly, to ensure that he binds himself to fulfil that obligation. It will be observed that, both as regards the terms of tender and the clause in the contract, and in other ways, there is lack of uniformity, for which we see no sufficient reason. And, subject to special circumstances, your Committee consider that, as regards the Resolution, a common form of tender and of contract should be used by all the Departments.

"6. As regards the administration of the Resolution, your Committee have had the evidence of the Departments concerned, and that of representative workmen. In reference to these latter witnesses, it may be pointed out that complaints of the nature in question can hardly be made by individual workmen, but must necessarily come through their accredited representatives.

"7. The new duties cast upon the Departments in connection with the Resolution have not been easy of accomplishment; and have been considerably more arduous than the simple process of the acceptance of the lowest tender, with no responsibility for the conditions of employment that might subsequently prevail under the contract. It is not surprising that difficulties presented themselves at first in carrying out the new duties. Considerable time and trouble have necessarily been expended in ascertaining the genuineness or correctness of the complaints made, which were often, when made, unsupported by any particulars, as well as in balancing conflicting statements, and in arriving at a just conclusion. But, as already pointed out, the number of complaints has diminished, and your Committee do not therefore consider that the difficulties alluded to were any other in amount or character than are inherent in the introduction of a new system. Most of the cases brought before your Committee were not of recent date, nor were they of a serious character as respects the number of men affected.

"8. None of the witnesses from Public Departments have, however, expressed other than satisfaction at the principle contained in the Resolution, but have stated their desire to administer it both in spirit and letter. And, broadly speaking, your Committee have come to the conclusion that the Departments, as a whole, have loyally endeavoured to interpret and carry out its provisions.

"9. On the other hand, it cannot be denied that, in certain quarters, there exists a great lack of confidence in the ability or in the desire of some of the Departments to enforce the spirit and letter of the Resolution. It was alleged that there is no uniformity of interpretation or of administration. That many complaints are altogether ignored, and no inquiry made into them. That where inquiry takes place it is often very perfunctorily made. That information is frequently only sought from one side, that of the employer; while the complainants are not consulted or kept informed of what is taking place. That the decision is thus too often not in accordance with the true facts of the case. That, on occasion, Departmental promises of remedial action have not been fulfilled. Further, it is alleged that, in every case, there is great delay and much circumlocution in dealing with complaints. That, thus, it frequently happens, that in cases in which the Department concerned ultimately admits the justice of the complaint and instructs the contractor to remedy the grievance, the inquiry has covered such a long period of time that, by then, the contract is almost or altogether completed. The men are not benefited, and the contractor escapes all penalty or charge. Finally, it is stated, that so great is the want of confidence in the ability or desire of the Department to remedy these grievances, that trades unions and other representatives of the men, despairing of obtaining proper consideration and redress, have been compelled to allow grievances to continue, being convinced of the futility of taking action in respect to them.

"10. While

"10. While, as already stated, the Committee do not consider that this lack of confidence is well-founded, they think it is very important that the feeling should be removed. And they are of opinion that, in some ways, there is room for improvement in administration and that there might be greater promptitude and uniformity in the working of the Resolution.

"11. The words of the latter part of the Resolution bind the Government to 'make every 'effort to secure the payment of such wages as are generally accepted as current in each trade for 'competent workmen.' Practically each Department interprets this to mean the rate of wages generally accepted as current in each trade for competent workmen in the district where the work is carried out, and these words, with slight variations, are now inserted in nearly all Government contracts.

"12. And, it appears to your Committee, that this is the natural interpretation of the Resolution. In no single trade is there a general current rate of wages prevailing throughout the country; while, in nearly every trade, there are more or less defined, recognised, and agreed-on rates of wages prevailing in particular districts. There are hundreds of rates of wages 'current in the district,' there is no one rate 'current in the trade.' Unless, therefore, the definition hitherto adopted by the Department is upheld, it would not be possible, in any given case, to decide with equity whether the current rate of wage was being paid in accordance with the terms of the contract and the spirit of the Resolution.

"13. A question has thus arisen as to the retention or otherwise in Admiralty contracts of the words 'in the district,' and the effect of this question upon shipbuilding on the Thames has been strongly represented to your Committee. It was alleged on one side that the omission of the words enables the contractors on the Thames to pay wages of a low rate, accepted as current in districts remote from London. This is not wholly denied by the Thames contractors, who state that unless they remain free to make their own bargains with their operatives, they have no chance of obtaining contracts in competition with the Northern yards. It appears that many artisans at the present time are working on the Thames at rates somewhat below those claimed by some witnesses as being accepted as current in the London district. This fact seems to show that there is no actual established rate; whether or not the words 'in the district' are included in the contract. The rate current in the district would be open to doubt, and the contractor would not under such circumstances be interfered with. But, even if it could be shown that a rate applicable to the district has been established it might, in the opinion of your Committee, be nevertheless undesirable to insist, in a case such as this, on an interpretation of the intention of the House of Commons which would have the effect of injuring, or it might be even of destroying, a great local industry on which many workmen are depending for a livelihood, and which motives of national policy might render it prudent to foster and maintain. One witness of authority went so far as to say that the Fair Wages Resolution had already driven a vast amount of work from the Thames which would otherwise have been done in that locality, and was fast killing the Thames trade. It was represented to your Committee that the effect of allowing a contractor to disregard a rate of wages claimed as current in the district where his yard is situated would be to induce contractors in other parts of the country to do the like, and thus to drive down wages. But it is obvious, on the other hand, that if the Admiralty were to give a higher price for vessels built in one locality because of higher wages claimed to be current there, a strong inducement would be held out to other localities artificially to raise the wage rate, and thus to obtain a like indulgence.

"14. As subsidiary to the points discussed in the preceding paragraphs, various other matters have arisen in connection with the administration of the Resolution in reference to the question of the current rate of wages and other conditions of employment.

"How is the current rate of the district to be discovered?

"How is the area of a district to be defined?

"Under what conditions is a contractor entitled to ignore the district rate?

"Should any action be taken in regard to an alleged undue employment of women, boys, apprentices, 'improvers,' &c.?

"The question of 'walking time' and other details of employment.

"The question of whether stone should be dressed at the quarries or in the district in which the work is carried out.

"The question of sub-contracting, &c.

"15. As regards these and other points, your Committee do not consider that it is possible to lay down any hard and fast rules. Each case must be decided on its merits, by the exercise of common sense after careful inquiry.

"16. But it should be borne in mind that one of the chief objects which the House of Commons had in view in adopting the Resolution was that the State as such should throw its weight rather on the side of better than of worse conditions of employment. Further, it appears to your Committee, who in this cordially endorse the recommendations of both the majority and minority of the Labour Commission, that any agreements tending to regulate the rate of wages, or the conditions of employment which may be come to between masters and men, should as far as possible be recognised and encouraged.

"17. In regard to the other points mentioned, *i.e.*, the undue employment of women, boys, apprentices, or 'improvers,' walking time, dressing stone at the quarries instead of at the works, &c., the decision must largely depend, as it seems to your Committee, on—

"(*a*) Whether the contractor is enforcing conditions of employment not recognised in the trade;

"(*b*) Whether he has, as regards the particular contract in question, departed from his usual conditions of employment in order to evade the spirit if not the letter of the Resolution.

"18. The same principles, it appears to your Committee, should be applied in deciding what is and what is not legitimate 'sub-contracting' under the terms of the Resolution.

"(*a*) Sub-letting or sub-contracting may be perfectly legitimate where the particular form of contract in question is customary to the trade; or where the contractor in question, in the ordinary course of his business, sub-lets or sub-contracts that particular portion of the work.

"(*b*) But sub-contracting or sub-letting does not appear to the Committee to be permissible where it is not customary to the trade; nor should the contractor who in the ordinary course of his business, could or would himself carry out certain work, be allowed to sub-let it to others.

"19. Where a sub-contract is allowed the principal contractor should, as regards the carrying out of the Fair Wages Resolution, be held responsible for his agent.

"20. A word must be said in reference to the penalty which at present prevails for breach of the conditions of the Resolution clauses. It appears, generally speaking, that no specific penalty is attached for breach; and that the only penalties that can be enforced are to put an end to the contract, or to strike the offender off the list of contractors. Such a punishment is far too severe, except under aggravated circumstances; and, indeed, in the case of some of the more important contractors, it could only be enforced with damage to the public service. Some lesser penalty, by way of fine, should be provided. This is especially important in those cases where, by the time that the examination into an alleged grievance has led to its substantiation, the contract in question has almost, or altogether, terminated. In such cases, though the contractor is proved to have been violating the Resolution, and, in his labour bill, has been benefiting from his *lâches*, he escapes scot free; the contract is over before the increased scale of wages can be enforced. Your Committee believe that a moderate penalty, which could be and would be enforced, would do much to induce the contractor himself to remedy the grievances of which complaint is chiefly made. The suggestion made by the War Office director of contracts appears to us to be a valuable one; namely, that where a complaint is made and the grievance is subsequently proved and the contractor instructed to raise the wages, then the rise of wages should date back to the time at which the complaint was originally received, and payment of the balance shown to be due should be made to the workmen wherever possible.

"21. Your Committee think it would be advantageous if a list of the Government contractors, together with the nature of their contracts, were from time to time laid before Parliament and published. They understand that no objection is entertained to the proposal by the Departments themselves. It appears from the evidence that the representatives of the men often find it difficult to discover who are and who are not Government contractors, and what is the nature of their contract, and are thus often prevented from or delayed in safeguarding the interests of the workmen. Your Committee think, also, the public have a right to know the names of the firms who are doing Government work.

"22. A number of the witnesses were asked whether they did not think it desirable that questions relating to wages arising in the various public Departments out of complaints made that contractors were disobeying the Fair Wages Resolution should be investigated by the Board of Trade, and the answer was uniformly in the affirmative. Your Committee, however, do not regard the proposal with favour. Whilst it is open to the head of every public Department to seek the aid of the officials of the Board of Trade if he thinks well, your Committee consider that he must be guided, after all, by the advice of officers responsible to himself, and that to call upon the Board of Trade to interpose in the matter would lead to conflict of authority and to uncertainty of responsibility. Some of the witnesses appeared to think that there would be less delay under such a system. But it is clear that the reverse might be the result, because, after the officer of the Board of Trade had completed his inquiry, the head of the Department concerned, especially if the case were an important one, might feel bound from the character and circumstances of the matter to institute an independent investigation through his own officer. Each Department must, your Committee think, be held to understand best how to conduct its own business; and, as to the delays which formed the chief subject of the complaint of the witnesses, these, as has been intimated, were probably nothing more than are usually incident to the first working of a new and important regulation. The cases brought to the notice of your Committee related for the most part to the earlier days of the Fair Wages Resolution. Upon the proposal to introduce the Board of Trade into inquiries as to wages paid under the contracts of other Departments your Committee received valuable evidence from Sir Arthur Haliburton and accept the views which he laid before them.

"23. There can be no doubt that the Resolution of the House of Commons has had an unfortunate effect in diminishing the prospect of employment for army reservists and old soldiers and sailors. This result was made plain by evidence given before the Committee of the House of Commons which investigated the subject of the employment of these men in 1894. The Fair Wages Resolution is held to mean that a contractor must give to every man whom he employs the minimum current wages payable to a fully competent workman in each particular trade. Many of the reservists and old soldiers and sailors are either no longer fully competent, or are temporarily unskilled; and though a contractor may be willing to pay them according to their capability, he is not allowed to take them into employment. Questions were put to one of the witnesses representing

representing a Trades Union, with a view of ascertaining whether some understanding could not be come to under which Government contractors might be permitted, notwithstanding the 'Fair Wages' Resolution, to give employment to these men, but the answer did not open out a prospect of an arrangement being arrived at. Having regard to the high importance of affording every facility to men who have served in the Army and Navy for getting employment, your Committee consider that Government contractors should not be called upon to refuse to engage them at wages commensurate with their capability, even though those wages might be less than the ordinary current rate, provided that the wages of other workmen could not be shown to be adversely affected. In the absence of any such result old soldiers and sailors have a strong, if not a preferential claim for employment on Government work, and before the passing of the Resolution of February 1891, contractors had no difficulty in giving them occupation.

"24. One final point must be mentioned. It will be seen from the evidence that in 1893 the Government of the day gave an undertaking that in all future contracts a clause should be inserted stating that no preference should be given (for employment) as between unionists and non-unionists. It appears that, for some reason, this point and pledge has not been brought to the attention of most of the Departments, though it is carried out in all stationery and some other contracts. Your Committee consider that, in accordance with the undertaking of 1893, this additional point should be assumed to have been incorporated by the House in the Fair Wages resolution, and that in every contract the words which already appear in all stationery contracts should be inserted, namely, that 'the contractor . . . shall undertake that, in the engagement and employment of 'workmen and others required for the execution of the work, no preference shall be given as 'between "unionists" and "non-unionists."'"

DRAFT REPORT, proposed by Mr. *Sydney Buxton*, read the first time, as follows:—

"1. YOUR Committee was appointed 'to consider the working of the Fair Wages Resolution of 13th February 1891, and its administration by the various Government Departments.'

"2. Your Committee was appointed last, and reappointed this Session: and have held sittings. They have examined a large number of witnesses. All the Government Departments concerned have been represented. A large number of the Trades Unions have given their evidence through their general secretaries or other officials; while some trades have been also individually represented; and some of the contractors have been examined.

"3. It would have been easily possible to have extended the evidence, and to have gone into greater detail with regard to particular grievances. But your Committee believe that they have been put in sufficient possession of the facts of the case to enable them adequately to report to the House.

"4. It will be well, as a preliminary, in order to arrive at just conclusions, to restate shortly the reasons which moved the House of Commons unanimously to adopt the 'Fair Wages 'Resolution.'

"5. The State, it was argued, as an employer of labour, should set a good example to other employers of labour, and should see that the conditions which prevailed in regard to the labour employed on its behalf were satisfactory. The State, as the largest employer of labour, cannot fail to have a considerable influence on the labour market; and this influence should be favourable, and not adverse to the recognition and maintenance of standard rates of wages.

"The then existing system of Government contracts acted, it was contended, adversely to these two principles. The lowest tender, and the lowest tender alone (subject merely to the competency of the contractor), was accepted, no regard being had to the wages paid nor to the conditions of employment prevailing under the contract.

"The employer who paid a fair rate of wages was put at a disadvantage in competing for Government contracts; for his competitor, paying a lesser labour bill, could, with equal profit to himself, tender at a lower rate and secure the contract. Further, the contractor, having cut down his tender to the lowest point in order to obtain the contract, would, after securing it, have every inducement, in order to secure a profit, still further to reduce his wage bill. Thus, an unduly low rate of wages, or even 'sweating,' might not only prevail, but was actually encouraged under Government contracts.

"But if, on the other hand, the State insisted that, under every Government contract, not less than the rate of wages paid by 'fair' employers and recognised as just by competent workmen, should prevail, the evils of the old plan would disappear, and all contractors would be placed on equal terms in competing for Government contracts.

"Further, the disability under which Trades Unionists to a large extent lay in regard to Government contracts would be removed. For the essence of a Trade Union being that a man shall not undersell his fellow-workmen nor work at other than the recognised fair wage, Trade Unionists were to a large extent debarred from employment under Government contracts.

"It was not, however, proposed nor desired that the State should, in any sense of the term, fix the rate of wages; but merely that it should cease to throw its weight into the scale of lower wages and worse conditions of employment; and should recognise and uphold the minimum current rate of wages that might prevail in different trades or districts.

"2. After the Debate, the House of Commons unanimously accepted the following Resolution, which was substituted for the somewhat more specific Resolution originally proposed by the Mover (Mr. Sydney Buxton):—

"'That in the opinion of this House it is the duty of the Government in all Government 'contracts to make provision against the evils recently disclosed before the Sweating 'Committee, to insert such conditions as may prevent the abuse arising from sub-letting, and to 'make every effort to secure the payment of such wages as are generally accepted as current in 'each trade for competent workmen.'

"3. This Resolution has now been in force for six years; and it has been the duty of your Committee to inquire into the way in which the different Government Departments have interpreted and administered the Resolution; and to make recommendations for its better, smoother, and more uniform working.

"4. So far as regards the relations between employers and employed, the working of the Fair Wages Resolution does not appear to have had any untoward effect. Indeed, it seems probable that it has done something to assist towards agreements between them, in reference to the rate of wages and conditions of employment. A fear was, in some quarters, expressed that a corrupt combination might be entered into between employers and employed for the purpose of obtaining a higher rate of wage on Government contracts than would be currently paid upon similar private work. But, as a matter of practice, no such case has occurred, nor is it easy to see how it could occur. It does not appear either that the contractors, as a whole, object to the Resolution, nor to the way in which it has been administered. Indeed. it stands to reason that, if the Resolution is properly and adequately enforced, the better and more liberal employers must benefit; for, under it, they are placed in a position to compete on equal terms with those less liberally inclined in regard to conditions of employment. It appears also that complaints from the workmen of breaches of the Resolution are not so frequent as formerly.

"5. The Appendix to our Report shows the action that has been taken by the different Departments in giving publicity to the terms of the Resolution; first, with a view to inform the contractor of the nature of the obligation he is undertaking, and secondly to ensure that he binds himself to fulfil that obligation. It will be observed that, both as regards the terms of tender and the clause in the contract, and in other ways, there is a lack of uniformity. For this we see no sufficient reason; and, subject to special circumstances, we consider that, as regards the Resolution, a common form of tender and of contract should be used by all the Departments.

"6. As regards the administration of the Resolution, we have had the evidence of the Departments concerned, and that of representative workmen. In reference to these latter witnesses, we may point out that complaints of the nature in question can hardly be made by individual workmen, but must necessarily come through their accredited representatives.

"7. The novel duties cast upon the Departments have not been easy of accomplishment. They have been considerably more arduous, and probably more distasteful, than the old simpler process of the acceptance of the lowest tender with no responsibility for the conditions of employment that might subsequently prevail under the contract. Difficulties have arisen in the working. In some cases considerable time and trouble have been involved in ascertaining the genuineness or correctness of the complaints made, in balancing conflicting statements, and in coming to a just decision; and all this without, as a rule, the Department having at its disposal any special means or appliances for deciding the knotty points which have arisen.

"8. None of the official witnesses have, however, expressed other than satisfaction at the principle contained in the Resolution; and they have all stated their desire to administer it both in spirit and letter. And, broadly speaking, we have come to the conclusion that the Departments, as a whole, have loyally endeavoured to interpret and to carry out the, it must be admitted, somewhat vague terms of the Fair Wages Resolution.

"8.* At the same time we must note that, as regards the Irish Departments, it is only of late that any effective action has been taken to insert it in contracts, or to carry out the Resolution.

"9. On the other hand, it cannot be denied that, in many quarters, there exists a great lack of confidence in the ability or in the desire of the Departments, or some of them, to enforce the spirit and letter of the Resolution.

"10. It is alleged that there is no uniformity of interpretation or of administration. That many complaints are altogether ignored, and no inquiry made into them. That where inquiry is made, it is often very perfunctorily made; and that very seldom is any proper, careful, personal and impartial inquiry undertaken. That information is frequently only sought from one side, that of the employer; while the complainants are not consulted nor kept informed of what is taking place. That the decision is thus too often not in accordance with the true facts of the case. That, on occasion, Departmental promises of remedial action have not been fulfilled. Further, it is alleged that, in every case, there is great delay and much circumlocution in dealing with complaints. That, thus, it frequently happens, that in cases in which the Department concerned ultimately admits the justice of the complaint and instructs the contractor to remedy the grievance, the inquiry has, by then, covered such a long period of time that the contract is almost or altogether completed. The men are not benefited, and the contractor escapes all penalty or charge.

"11. Finally, it is stated, that so great is the want of confidence in the ability or desire of the Department to remedy these grievances, that Trades Unions and other representatives of the men, despairing

despairing of obtaining proper consideration and red ress, have been compelled to allow grievances to continue, being convinced of the futility of taking action in respect to them.

"12. While, on the whole, as already stated, we do not consider that this lack of confidence is well founded, we think it is very important that the feeling should be removed. And we are of opinion that, in some ways, there is room for improvement in administration; and that there might be greater consideration, promptitude, and uniformity.

"13. Certain difficulties, chiefly of definition, have arisen in connection with the administration of the Resolution, on which we should desire to make some comments and recommendations.

"14. The words of the latter part of the Resolution bind the Government to 'make every effort to secure the payment of such wages as are generally accepted as *current in each trade* for competent workmen.' Practically each Department interprets this to mean the rate of wages generally accepted as current in each trade for competent workmen *in the district where the work is carried out*, and these words, with slight variations, are now inserted in nearly all Government contracts.

"15. It appears to us that this is the natural, obvious, and, indeed, the only possible interpretation of the Resolution. In no single trade is there a *general* current rate of wages prevailing throughout the country; while, in nearly every trade, there are more or less defined, recognised, and agreed-on rates of wages prevailing in particular districts. There are hundreds of rates of wages 'current in the district,' there is no one rate 'current in the trade.' Unless, therefore, the definition hitherto adopted by the Departments is upheld, it would not be possible, in any given case, to decide with equity whether a fair rate of wages was being paid in accordance with the terms of the contract and the spirit of the Resolution. Further, it would enable the contractor who was paying less than the district rate to plead that, inasmuch as he was paying as good a rate as that which happened to prevail in some other district, he might fairly be said to be paying the 'current rate.' Thus the whole policy of the House of Commons in regard to this matter would be defeated.

"16. A special point, in this connection, has arisen in regard to large Admiralty contracts for hull and machinery. The words 'current in the district' have lately been omitted in such contracts, on the ground that it seemed possible that the insertion of those words in these very considerable contracts, into which the cost of labour largely entered, would prevent the contractors, living in districts in which a high rate of wages prevailed, from competing with firms carrying on their business in districts in which the cost of labour was lower. That the rates of wages in certain districts—as in London, for instance—are materially higher (for reasons into which we need not enter) than in some others—on the Clyde, for instance—is certain and obvious. But we do not think that this affords any reason for a change of policy in regard to the Fair Wages Resolution as applied to Admiralty shipbuilding. It is not the 'Fair Wage' Clause, it is the actual higher rate of wages prevailing in London that is in question; the Fair Wage Clause has not prevented contracts from being placed on the Thames that otherwise would have been placed there. If the change of policy proposed by the Admiralty were effective at all, it must necessarily lead, not, indeed to the placing of contracts on the Thames, but to a general reduction of wages all round, not only in London, but elsewhere also. The contractor on the Thames, if he is to obtain an Admiralty contract, must, it is argued, reduce the rate of wages he is paying. But, thereupon, his competitors elsewhere will be induced, in order to maintain their superiority in competition, proportionately to reduce the rate of wages they are paying. And, thus, we get back to the position that prevailed before 1891, and the Government would again become instrumental in forcing down the rate of wages. We would rather suggest that, as it is a question of national importance that the contract-built ships should be distributed over the different yards in different districts, and not be concentrated in one or two places, the Admiralty should modify their absolute rule in regard to the acceptance of the lowest tender; and, if necessary, broadly take into account, in considering the amount of the tender, with a view to the distribution of ships, the difference in the contractor's labour bill, caused by varying district rates of wages that may prevail.

"17. It will be observed that the 'current rate' of wages is often loosely spoken of as the 'trade union rate.' It will be well, as there appears to be some confusion of thought in the matter, to clear up the point. Our definition of the 'current rate,' specified in the Resolution of the House, is the rate of wages recognised and paid by the good employers in a given district, recognised and accepted as, for the time being, fair wages by the representatives of the workmen. In other words, a rate of wages that the men are willing to work at and the masters willing to pay. The following suggested definition of the trade union rate was put to most of the principal representative working men witnesses, and was assented to by them, namely, 'that the trade union 'rate is not necessarily the rate which a particular trade union would like their men to receive, but 'the rate at which they will allow their men to work.' It appears to us, therefore, that the term 'current rate' and 'trade union rate' (as above defined) are substantially the same thing.

"18. As subsidiary to the points we have discussed in the four preceding paragraphs, various other matters have arisen in connection with the administration of the Resolution in reference to the question of the current rate of wages and other conditions of employment. How is the current rate of the district to be ascertained? How is the area of a district to be defined? Under what circumstances is a contractor entitled to ignore the district rate? Should any action be taken in regard to an alleged undue employment of women, boys, apprentices, 'improvers,' &c.? The question of 'walking time,' and other details of employment. The question of whether stone should

should be dressed at the quarries, &c., in the district in which the work is carried out. The question of sub-contracting, &c.

"19. As regards these and other points we do not consider that it is possible to lay down any hard-and-fast rules. Each case must be decided on its merits, by the exercise of common-sense, after careful inquiry.

"20. But, as we have already pointed out, one of the chief objects which the House of Commons had in view in adopting the Resolution was, that the State, as such, should throw its weight rather on the side of better than of worse conditions of employment. Further, it appears to us—and in this we cordially endorse the recommendations of both the majority and minority of the Labour Commission—that any agreements tending to regulate the rate of wages, or the conditions of employment which may be come to between masters and men, should, as far as possible, be recognised and encouraged. It appears to us, therefore, that the principle which should be held steadily in mind in dealing with the points above mentioned should be this: does the action of the contractor, of whom complaint is made, tend to lower the standard rate of wages, to worsen the conditions of employment, or to break down any mutual agreement come to between masters and men. If his action tends in any of these directions it would appear to constitute a legitimate grievance which should be remedied.

"21. But, apart from the principle thus enunciated, we think we can venture to lay down a few general propositions for guidance.

"(*a.*) That where, in any given district, rates of wages have been mutally agreed upon by a considerable number of the employers and the representatives of the workmen, these rates should be recognised and enforced.

"(*b.*) That where (as we have it in evidence), within a given district in which a certain rate of wages prevails, there is included a small area in which a local contractor alleges that a lower rate prevails; the decision, in case of dispute, should largely depend on the question of whether other employers within the area pay the higher rate, and whether, if an outside contractor took a contract to be fulfilled within the area in question, he would pay the higher or the lower rate. If these questions are decided in the affirmative, the local contractor should be expected also to pay the higher general rate.

"(*c.*) That where a contractor, in order to carry out his contract, imports into a district men from another district in which a lower rate of wages prevails, he should (unless there are peculiar circumstances governing the case) be required to pay the higher rate of wages prevailing in the district in which the work is carried out. And, similarly, if the contractor undertakes a contract, and subsequently places a portion of the work in a district in which a higher rate of wages prevails, he should be expected, as regards that portion of the contract, to recognise and to pay the higher rate. Otherwise, in either case, the action taken by the contractor would tend to lower the district rate.

"22. In regard to the other points mentioned, *i.e.*, the undue employment of women, boys, apprentices, or 'improvers'; walking time; dressing stone at the quarries instead of at the works, &c., the decision must largely depend, as it seems to us, on:—

"(*a.*) Whether the contractor is enforcing conditions of employment not generally recognised in the trade; and which give him, in competing for Government contracts, an unfair advantage, as regards his labour bill, over his competitors.

"(*b.*) Whether his action is tending adversely to affect the rate of wages.

"(*c.*) Whether he has, as regards the particular contract in question, departed from his usual conditions of employment in order to evade the spirit, if not the letter, of the Resolution.

"23. The same principles, it appears to us, should be applied in deciding what is and what is not legitimate "sub-contracting" under the terms of the Resolution.

"(*a.*) Sub-letting or sub-contracting may be perfectly legitimate where the particular form of contract in question is customary in the trade; or where the contractor in question, in the ordinary course of his business, sub-lets or sub-contracts that particular portion of the work.

"(*b.*) By sub-contracting or sub-letting does not appear to us to be permissible where it is not customary in the trade; nor should the contractor who, in the ordinary course of his business, could or would himself carry out certain work, be allowed to sub-let it to others, or even to the workmen themselves.

"24. Where a sub-contract is allowed the principal contractor should, as regards the carrying out of the Fair Wages Resolution, be held responsible for his agent.

"25. A word must be said in reference to the penalty which at present prevails for breach of the conditions of the Resolution clauses of the contract. It appears, generally speaking, that no specific penalty is attached for breach; and that the only penalty that has ever been enforced was to strike the offender off the list of contractors. Such a penalty is far too severe a punishment, except under aggravated circumstances; and, indeed, in the case of some of the more important contractors, it could only be enforced with damage to the public service. Some lesser penalty, by way of fine, should be inserted and enforced. This is especially important in those cases to which reference has already been made, where, by the time that the examination into an alleged grievance has led to its substantiation, the contract in question has almost, or altogether, terminated. In such cases, though the contractor is proved to have been violating the Resolution, and,

and, in his labour bill, has been benefiting from his *lâches*, he escapes scot free; the contract is over before the increased scale of wages can be enforced. We believe that a moderate penalty, which could be and would be enforced, would do much to induce the contractor himself to remedy the grievances of which complaint is chiefly made. The suggestion made by Mr. Major (Director of Contracts, War Office) appears to us to be a valuable one; namely, that where a complaint is made and the grievance is subsequently admitted, and the contractor instructed to raise the wages, that the rise of wages should date back to the time at which the complaint was originally made.

"26. We think it would be advantageous if a list of the Government contractors, together with the nature of their contracts, were from time to time laid before Parliament and published. We understand that no objection is entertained to the proposal by the Departments themselves. It appears from the evidence that the representatives of the men often find it difficult to discover who are and who are not Government contractors, and what is the nature of their contract; and are thus often prevented from, or delayed in, safeguarding the interests of the workmen. We think, also, the public have a right to know the names of the firms who are doing Government work.

"27. The chief practical recommendation that we desire to make is, that the services and knowledge of the Labour Department of the Board of Trade should be utilised in cases of dispute under the 'Fair Wages' Resolution. The Labour Department is already occasionally consulted by other Departments in the case of these and other labour questions; and the suggestion that their services should be more definitely utilised is apparently agreeable to nearly all the Departments, and to the representatives of the employed. It is not proposed that the Labour Department should, in any way, interfere between the Department concerned and its contractor, nor weaken the direct relations between the two. The questions referred to the Labour Department would be of a strictly limited character, namely, to decide what was in practice the current rate of wages of the district; and, where necessary, to ascertain whether a particular contractor was or was not actually paying this rate. One of the principal duties of the Labour Department is to acquire adequate knowledge in respect to the rate of wages prevailing in different parts of the country, to keep itself informed of any variations that may take place, and to obtain information concerning all labour questions. It is, therefore, in a much better position than any other Department to deal expeditiously, impartially, justly, and adequately with the complicated and difficult questions which arise under the Resolution of the House.

"28. Thus, while, on the one hand, the other Departments would be relieved of a thankless and distasteful task, and one which they are not especially fitted to perform; on the other hand, greater confidence would, we believe, be felt by those who consider themselves aggrieved, that their complaints would receive prompt and careful consideration. In any case, such a system would lead to far greater uniformity of administration and decision, at present, unfortunately, lacking. Nor do we think that the task thus thrown on the Labour Department would be very great. At first, it is possible that the number of complaints lodged would be increased, but this is preferable to the continuance of the idea, and the grievances remain unredressed. And the increased knowledge thus acquired would enable the Department to deal promptly with subsequent cases; while the greater uniformity of decision would enable, and probably lead to, the satisfactory settlement of many disputes directly between masters and men without the intervention of the Department at all.

"29. We may add that, in some of their contracts, the Scotch Office insert the following proviso, namely, that the contractor 'shall be bound to see that fair wages are paid to his 'workmen, and in the event of any question or dispute arising under this head, it shall be referred 'to . . . . . or such other person.' It appears to us that some such clause might well be added to all contracts, the words 'the Labour Department of the Board of Trade' being inserted in the blank space.

"30. One final point must be mentioned. It will be seen from the evidence (Answers 1243–45) that in 1893 the Government of the day gave an undertaking that in all future contracts a clause should be inserted stating that no preference should be given (for employment) as between unionists and non-unionists. It appears that, for some reason, this point and pledge has not been brought to the attention of most of the Departments, though it is carried out in all stationery and some other contracts. We consider that, in accordance with the undertaking of 1893, this additional point should be assumed to have been incorporated by the House in the Fair Wages Resolution, and that in every contract the words which already appear in all stationery contracts should be inserted, namely, that 'the contractor . . . . shall undertake that, in the engagement 'and employment of workmen and others required for the execution of the work, no preference 'shall be given as between 'unionists' and 'non-unionists.'

"31. To summarise our recommendations:—

"I. That there should be an uniform Fair Wages Clause in all Government contracts.

"II. That every such clause should specify that the wages paid in the execution of the contract shall be those generally accepted as current in each trade for competent workmen in the district in which the work is carried out.

"III. That every such clause should state that, in the engagement and employment of workmen and others required for the execution of the work, no preference shall be given as between 'unionists' and 'non-unionists.'

 "IV. That,

"IV. That, when tenders are invited, a notice should be issued in every case drawing the attention of those who desire to tender to the Fair Wages Clause in Government contracts; and stating that the Department concerned will expect the contracting firms to conform to the spirit and intention of this clause; and that any firm wilfully disregarding its provisions will render itself liable to be disqualified for further Government employment.

"V. That the interpretation and administration of the Fair Wages Clause should be governed by the principles stated at length in the body of this Report.

"VI. That all sub-contracting, without the leave of the Department concerned, should be prohibited. That sub-contracting should only be permitted where such sub-contracting is customary in the trade; and for work which the contractor in question does not himself perform in the ordinary course of his trade.

"VII. That where a sub-contract is allowed the principal contractor should, as regards the Fair Wages Clause, be held responsible for his agent.

"VIII. That a money penalty for breach should be attached to the Fair Wages Clause.

"IX. That, where a complaint of the non-payment of the current rate is substantiated, any order made for the payment of the full rate by the contractor should be retrospective to the date on which the complaint was originally made to the Department.

"X. That (where practicable) the text of the Fair Wages Clause should be conspicuously affixed to the work in progress under the contract.

"XI. That all cases of dispute in reference to the 'current rate,' and conditions of employment, and whether a particular contractor was or was not carrying out the terms of the Fair Wages Clause in spirit and in letter, should be referred to the Labour Department of the Board of Trade for inquiry, and for report to the Department concerned.

"XII. That a list of Government contractors, together with the nature and amount of their contracts, should be from time to time laid before Parliament and published."

Question proposed, That the Draft Report proposed by the Chairman be read a second time, paragraph by paragraph—(The *Chairman*).

Amendment proposed, to leave out the words "the Chairman," and insert the words "Mr. Sydney Buxton"—(Mr. *Sydney Buxton*).—Question put, That the words proposed to be left out stand part of the Question.—The Committee divided:

Ayes, 6.	Noes, 4.
Mr. Aird.	Mr. Austin.
Sir William Arrol.	Mr. Broadhurst.
Mr. Banbury.	Mr. Sydney Buxton.
Mr. MacLean.	Sir Charles Dilke.
Mr. Morrison.	
Mr. Powell-Williams.	

Main Question,—put, and *agreed to.*

Paragraphs 1—4, *agreed to.*

Paragraph 5, amended, and *agreed to.*

Paragraph 6, *agreed to.*

Paragraph 7.—Amendment proposed, in lines 6—7, to leave out the words "which were after, when made, unsupported by any particulars"—(Mr. *Sydney Buxton*).—Question put, That the words proposed to be left out stand part of the paragraph.—The Committee divided:

Ayes, 6.	Noes, 4.
Mr. Aird.	Mr. Austin.
Sir William Arrol.	Mr. Broadhurst.
Mr. Banbury.	Mr. Sydney Buxton.
Mr. MacLean.	Sir Charles Dilke.
Mr. Morrison.	
Mr. Powell-Williams.	

Another Amendment proposed, in line 8, after the word "conclusion," to insert the words "and all this without, as a rule, the Department having at its disposal any special means for deciding the

the questions at issue"—(Mr. *Sydney Buxton*).—Question put, That the proposed words be there inserted.—The Committee divided:

Ayes, 4.	Noes, 6.
Mr. Austin.	Mr. Aird.
Mr. Broadhurst.	Sir William Arrol.
Mr. Sydney Buxton.	Mr. MacLean.
Sir Charles Dilke.	Mr. Banbury.
	Mr. Morrison.
	Mr. Powell-Williams.

Another Amendment proposed, in line 10, to leave out the word "Most" in order to insert the word "Some"—(Mr. *Austin*).—Question put, That the word "Most" stand part of the paragraph.—The Committee divided:

Ayes, 6.	Noes, 4.
Mr. Aird.	Mr. Austin.
Sir William Arrol.	Mr. Broadhurst.
Mr. Banbury.	Mr. Sydney Buxton.
Mr. Maclean.	Sir Charles Dilke.
Mr. Morrison.	
Mr. Powell-Williams.	

Paragraph *agreed to.*

Paragraph 8.—Amendment proposed, at the end, to add the words "At the same time it must be noted that, as regards the Irish Departments, the evidence points to the fact that it is only of late that any effective action has been taken to insert it in contracts, or to carry out the Resolution"—(Mr. *Austin*).—Question, That the proposed words be there added,--put, and *agreed to.*

Paragraph, as amended, *agreed to.*

Paragraph 9, amended, and *agreed to.*

Paragraphs 10—11, *agreed to.*

Paragraph 12, amended, and *agreed to.*

Paragraph 13.—Amendment proposed, to leave out all the words after the word "A," in order to add the words "special point, in this connection, has arisen in regard to large Admiralty contracts for hull and machinery. The words 'current in the district' have lately been omitted in such contracts, on the ground that it seemed possible that the insertion of those words in these very considerable contracts, into which the cost of labour largely entered, would prevent the contractors living in districts in which a high rate of wages prevailed, from competing with firms carrying on their business in districts in which the cost of labour was lower. That the rates of wages in certain districts—as in London, for instance—are materially higher (for reasons into which we need not enter) than in some others—on the Clyde, for instance—is certain and obvious. But we do not think that this affords any reason for a change of policy in regard to the Fair Wages Resolution as applied to Admiralty shipbuilding. It is not the 'fair wage' clause, it is the actual higher rate of wages prevailing in London that is in question; the Fair Wage Clause has not prevented contracts being placed on the Thames that otherwise would have been placed there. If the change of policy proposed by the Admiralty were effective at all, it must necessarily lead, not, indeed, to the placing of contracts on the Thames, but to a general reduction of wages all round, not only in London, but elsewhere also. The contractor on the Thames, if he is to obtain an Admiralty contract, must, it is argued, reduce the rate of wages he is paying, But, thereupon, his competitors elsewhere will be induced, in order to maintain their superiority in competition, proportionately to reduce the rate of wages they are paying. And, thus, we get back to the position that prevailed before 1891, and the Government would again become instrumental in forcing down the rate of wages. We would rather suggest that, as it is a question of national importance that the contract-built ships should be distributed over the different yards in different districts, and not be concentrated in one or two places, the Admiralty should modify their absolute rule in regard to the acceptance of the lowest tender; and, if necessary, broadly take into account, in considering the amount of the tender, with a view to the distribution of ships, the difference in the contractor's labour bill, caused by varying district rates of wages that may prevail"—(Mr. *Sydney Buxton*).—Question put, That the words "question has thus arisen" stand part of the paragraph.—The Committee divided:

Ayes, 6.	Noes, 4.
Mr. Aird.	Mr. Austin.
Sir William Arrol.	Sir Charles Dilke.
Mr. Banbury.	Mr. Broadhurst.
Mr. Maclean.	Mr. Sydney Buxton.
Mr. Morrison.	
Mr. Powell-Williams.	

An Amendment made.

Paragraph, as amended, *agreed to.*

Paragraph 14, amended, and *agreed to.*

Paragraph 15, *agreed to.*

Paragraph 16.—Amendment proposed, at the end of the paragraph, to add the words, "It appears to us, therefore, that the principle which should be held steadily in mind in dealing with the points above mentioned should be this—does the action of the contractor, of whom complaint is made, tend to lower the standard rate of wages, to worsen the conditions of employment, or to break down any mutual agreement come to between masters and men. If his action tends in any of these directions it would appear to constitute a legitimate grievance which should be remedied.

"But, apart from the principle thus enunciated, we think we can venture to lay down a few general propositions for guidance.

"(*a.*) That where, in any given district, rates of wages have been mutually agreed upon by a considerable number of the employers and the representatives of the workmen, these rates should be recognised and enforced.

"(*b.*) That where (as we have it in evidence), within a given district in which a certain rate of wages prevails, there is included a smaller area in which a local contractor alleges that a lower rate prevails; the decision, in case of dispute, should largely depend on the question of whether other employers within the area pay the higher rate, and whether, if an outside contractor took a contract to be fulfilled within the area in question, he would pay the higher or the lower rate. If these questions are decided in the affirmative, the local contractor should be expected also to pay the higher general rate.

"(*c.*) That where a contractor, in order to carry out his contract, imports into a district men from another district in which a lower rate of wages prevails, he should (unless there are peculiar circumstances governing the case) be required to pay the higher rate of wages prevailing in the district in which the work is carried out. And, similarly, if the contractor undertakes a contract, and subsequently places a portion of the work in a district in which a higher rate of wages prevails, he should be expected, as regards that portion of the contract, to recognise and to pay the higher rate. Otherwise, in either case, the action taken by the contractor would tend to lower the district rate"—(Mr. *Sydney Buxton*).—Question put, That those words be there added.—The Committee divided:

Ayes, 4.	Noes, 6.
Mr. Austin.	Mr. Aird.
Mr. Broadhurst.	Sir William Arrol.
Mr. Sydney Buxton.	Mr. Banbury.
Sir Charles Dilke.	Mr. Maclean.
	Mr. Morrison.
	Mr. Powell-Williams.

Paragraph *agreed to.*

Paragraphs 17—19, *agreed to.*

Paragraph 20, amended, and *agreed to.*

Paragraph 21, *agreed to.*

Paragraph 22.

Amendment proposed, to leave out the words after the words "A number of the witnesses," in order to add the words "chief practical recommendation that we desire to make is, that the services and knowledge of the Labour Department of the Board of Trade should be utilised in cases of dispute under the 'Fair Wages' Resolution. The Labour Department is already occasionally consulted by other Departments in the case of these and other labour questions; and the suggestion that their services should be more definitely utilised, is apparently agreeable to nearly all the Departments and to the representatives of the employed. It is not proposed that the Labour Department should, in any way, interfere between the Department concerned and its contractor, nor weaken the direct relations between the two. The questions referred to the Labour Department would be of a strictly limited character, namely, to decide what was in practice the current rate of wages in the district; and, where necessary, to ascertain whether a particular contractor was or was not actually paying this rate. One of the principal duties of the Labour Department is to acquire adequate knowledge in respect to the rate of wages prevailing in different parts of the country, to keep itself informed of any variations that may take place, and to obtain information concerning all labour questions. It is, therefore, in a much better position than any other Department to deal expeditiously, impartially, justly, and adequately with the complicated and difficult questions which arise under the Resolution of the House.

"Thus, while, on the one hand, the other Departments would be relieved of a thankless and distasteful task, and one which they are not especially fitted to perform; on the other hand, greater confidence would, we believe, be felt by those who consider themselves aggrieved, that their complaints would receive prompt and careful consideration. In any case, such a system would lead to far greater uniformity of administration and decision, at present, unfortunately, lacking. Nor do we think that the task thus thrown on the Labour Department would be very great. At first, it is possible, that the number of complaints lodged would be increased, but this is preferable to the continuance of the idea, and the grievances remain unredressed. And the increased knowledge thus acquired would enable the Department to deal promptly with subsequent cases; while the greater uniformity of decision would enable, and probably lead to the satisfactory settlement

settlement of many disputes directly between masters and men without the intervention of the Department at all.

"We may add that, in some of their contracts, the Scotch Office insert the following proviso, namely, that the contractor 'shall be bound to see that fair wages are paid to his workmen, and in 'the event of any question or dispute arising under this head, it shall be referred to . . . . . 'or such other person.' It appears to us that some such clause might well be added to all contracts, the words 'the Labour Department of the Board of Trade' being inserted in the blank space"—(Mr. *Sydney Buxton*).—Question put, that the words "A number of the witnesses" stand part of the paragraph.—The Committee divided:

Ayes, 6.	Noes, 4.
Mr. Aird.	Mr. Austin.
Sir William Arrol.	Mr. Broadhurst.
Mr. Banbury.	Mr. Sydney Buxton.
Mr. Maclean.	Sir Charles Dilke.
Mr. Morrison.	
Mr. Powell-Williams.	

Paragraph *agreed to.*

Paragraph 23.—Question put, That the paragraph stand part of the Report.—The Committee divided:

Ayes, 5.	Noes, 4.
Mr. Aird.	Mr. Austin.
Sir William Arrol.	Mr. Broadhurst.
Mr. Banbury.	Mr. Sydney Buxton.
Mr. Morrison.	Mr. Maclean.
Mr. Powell-Williams.	

Paragraph 24, *agreed to.*

Amendment proposed, That the following new paragraph be inserted in the Report:—

"I. That, subject to special circumstances, there should be an uniform Fair Wages Clause in all Government contracts.

"II. That every such clause should specify that the wages paid in the execution of the contract shall be those generally accepted as current in each trade for competent workmen in the district in which the work is carried out.

"III. That every such clause should state that, in the engagement and employment of workmen and others required for the execution of the work, no preference shall be given as between 'unionists' and 'non-unionists.'

"IV. That, when tenders are invited, a notice should be issued in every case drawing the attention of those who desire to tender to the Fair Wages Clause in Government contracts; and stating that the Department concerned will expect the contracting firms to conform to the spirit and intention of this clause; and that any firm wilfully disregarding its provisions will render itself liable to be disqualified for further Government employment.

"V. That all sub-contracting, without the leave of the Department concerned, should be prohibited. That sub-contracting should only be permitted where such sub-contracting is customary in the trade; and for work which the contractor in question does not himself perform in the ordinary course of his trade.

"VI. That where a sub-contract is allowed the principal contractor should, as regards the Fair Wages Clause, be held responsible for his agent.

"VII. That a money penalty for breach should be attached to the Fair Wages Clause.

"VIII. That, where a complaint of the non-payment of the current rate is substantiated, any order made for the payment of the full rate by the contractor should be retrospective to the date on which the complaint was originally made to the Department.

"IX. That (where practicable) the text of the Fair Wages Clause should be conspicuously affixed to the work in progress under the contract.

"X. That all cases of dispute in reference to the 'current rate,' and conditions of employment, and whether a particular contractor was or was not carrying out the terms of the Fair Wages Clause in spirit and in letter, should be referred to the Labour Department of the Board of Trade for inquiry and for report to the Department concerned.

"XI. That a list of Government contractors, together with the nature and amount of their contracts, should be from time to time laid before Parliament and published"—(Mr. *Sydney Buxton*).—Question put, That the proposed paragraph be inserted in the Report.—The Committee divided:

Aye, 1.	Noes, 6.
Mr. Sydney Buxton.	Mr. Aird.
	Sir William Arrol.
	Mr. Banbury.
	Mr. Maclean.
	Mr. Morrison.
	Mr. Powell-Williams.

Another Amendment proposed, That the following new paragraph be inserted in the Report: "It will be observed that the 'current rate' of wages is often loosely spoken of as the 'trade union 'rate.' It will be well, as there appears to be some confusion of thought in the matter, to clear up the point. Our definition of the 'current rate,' specified in the Resolution of the House, is the rate of wages recognised and paid by the good employers in a given district, recognised and accepted as, for the time being, fair wages by the representatives of the workmen. In other words, a rate of wages that the men are willing to work at and the masters willing to pay. The following suggested definition of the trade union rate was put to most of the principal representative working-men witnesses, and was assented to by them, namely, 'that the trade union rate' is not necessarily the rate which a particular trade union would like their men to receive, but the rate at which they will allow their men to work. It appears to us, therefore, that the term 'current rate' and 'trade union 'rate' (as aboved defined) are substantially the same thing"—(Mr. *Sydney Buxton*).—Question put, That the proposed paragraph be inserted in the Report.—The Committee divided:

Aye, 1.	Noes, 6.
Mr. Sydney Buxton.	Mr. Aird.
	Sir William Arrol.
	Mr. Banbury.
	Mr. Maclean.
	Mr. Morrison.
	Mr. Powell-Williams.

Question, That this Report, as amended, be the Report of the Committee to the House,—put, and *agreed to.*

Ordered, To Report, together with the Minutes of Evidence, and an Appendix.

EXPENSES OF WITNESSES.

NAME OF WITNESS.	PROFESSION OR CONDITION.	From whence Summoned.	Number of Days Absent from Home under Orders of Committee.	Allowance during Absence from Home.	Expenses of Journey to London and back.	TOTAL Expenses allowed to Witness.
				£. s. d.	£. s. d.	£. s. d.
F. Lake	Mechanic	Plymouth	3	1 10 1 1 For loss of wages.	1 17 4	4 8 4
A. W. Ireland	Mechanic	Stroud	1	– 6 8 Day's wages.	5 4	– 12
R. H. Atwell	Mechanic	Plymouth	3	1 10 1 1 For loss of wages.	1 17 4	4 8 4
G. Barrand	Mechanic	Norbiton	1	– 7 6 For loss of wages.	1 8	9 2
Thomas Roach	Mechanic	Portsmouth	1	3 4 – 6 8 For loss of wages.	– 11 6	1 1 6
F. H. Hayes	Mechanic	Portsmouth	1	3 4 – 7 – For loss of wages.	– 11 6	1 1 10
F. J. Mcillear	Mechanic	Plumstead	1	9 10 For loss of wages.	1 4	– 11 2
D. Brown	Mechanic	Batterseea	1	– 7 – For loss of wages.	6	7 6
J. Smith	Commercial Traveller	Bermondsey	—	– 2 – Luncheon.	—	2 –
S. Uttley	Secretary, Federated Trades Council, Sheffield.	Sheffield	2	1	1 6 2	2 6 2
T. Johnson	Secretary, Table Blade Grinders' Association.	Sheffield	2	1	1 6 2	2 6 2
H. R. Bush	Mechanic	Portsmouth	1	3 4 – 6 8 For loss of wages.	– 11 6	1 1 6
G. A. James	Mechanic	Plymouth	3	1 10 1 – For loss of wages.	1 17 4	4 7 4
W. Liddell	Mechanic	Belfast	4	2 – 1 4 – For loss of wages.	3 4	6 8 –
J. Fitzpatrick	Mechanic	Dublin	3	1 10 – 1 2 6 For loss of wages.	3 15	6 7 6
M. Breen	Mechanic	Dublin	3	1 10 – 1 2 6 For loss of wages.	3 15	6 7 6
G. Taylor	Mechanic	London	1	– 10 For loss of wages.	—	– 10
C. P. Squires	Mechanic	London	1	– 10 – For loss of wages.	—	– 10
G. F. Jones	Mechanic	Bristol	2	1 – – – 13 4 For loss of wages.	1 1 9	2 15 1
J. Clarkson	Mechanic	Gateshead	3	1 10 – 18 – For loss of wages.	2 5 3	4 13 3
J. Shannon	Mechanic	Liverpool	2	1 – – – 13 6 For loss of wages.	1 13 –	3 6 6
J. Radcliffe	Mechanic	Newcastle-on-Tyne	3	1 10	2 5 3	3 15 3
J. Close	Mechanic	Liverpool	2	1 – – – 13 6 For loss of wages.	1 14	3 7 6
G. H. King	Mechanic	London	1	– 7 6 For loss of wages.	6	– 8
John Henry Lean	Mechanic	Leeds	3	1 10 1 1 – For loss of wages.	1 10 11	4 1 11
R. Knight	General Secretary, Boiler Makers' Society.	Newcastle	3	2 5 –	3 4	5 9
Marion Barry	Secretary, Society of Tailoresses.	Cobridge, Staffordshire	2	1	1 8 10	2 8 10
T. Dobson	Mechanic	Notting Hill	—	– 8 6 For loss of wages.	1 6	– 10
W. Mosses	Mechanic	Charlton	—	– 10 – For loss of wages.	1 1	– 11 1
R. Thurston	Mechanic	New Cross	—	9 For loss of wages.	1	– 10
W. Sharrocks	Boiler Maker	Wolverhampton	2	2 6 – Including loss of wages at 13s.	2 4	4 10 –
Alexander Wilkie	General Secretary, Shipwrights' Society.	Newcastle	3	2 5	3 4	5 9 –
T. A. Flynn	Mechanic	Manchester	2	1	1 10 11	2 10 11
William Charles Salter	Mechanic	Plymouth	3	2 12 6 Including loss of wages at 7s. 6d.	1 18 4	4 10 10
J. Christian	Mechanic	Dublin	3	1 10 – 18 – For loss of wages.	2 3 6	4 11 6
H. MacManus	Secretary, Irish Typographical Society.	Belfast	4	2 2 – For loss of wages.	2 13 5	6 13 5
G. F. Jones	Mechanic	Bristol	1	– 10 – – 6 8 For loss of wages.	1 1 9	1 18 5
				TOTAL	£.	105 6 6

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MINUTES OF EVIDENCE.

Thursday, 18*th March* 1897.

MEMBERS PRESENT:

Mr. Aird.
Sir William Arrol.
Mr. Austin.
Mr. Banbury.
Mr. Sydney Buxton.
Sir Charles Dilke.
Sir Arthur Forwood.
Mr. Maclean.
Mr. Morrison.
Sir Matthew White Ridley.
Mr. Powell-Williams.

SIR MATTHEW WHITE RIDLEY, BART., IN THE CHAIR.

Mr. EDWIN CALEB GIBBS, called in; and Examined.

Mr. *Sydney Buxton.*

1. WOULD you state what your position is?—I am General Secretary of the Amalgamated Society of House Decorators and Painters. I am a house painter by trade.

2. How long have you been the general secretary of that society?—Seven years and three months.

Mr. *Austin.*

3. Has your society anything to do with the ship-painting trade?—Very little; it is rather building and house-painting.

Mr. *Sydney Buxton.*

4. I have in my hand three separate complaints which I understand you have to make as regards a breach of the Fair Wages Resolution. I will take the case of the Wigston Barracks at Leicester first. Will you state the nature of the complaint?—The complaint at Wigston was a complaint sent on from the secretary of our Leicester branch. Leicester is within about three miles and a-half or four miles from Wigston. The complaint was that the contractors, Messrs. Carr of Halifax, advertised for painters, and when the painters applied, an offer was made of 6*d.* per hour only, whereas the wages at Wigston are 7½*d.* per hour.

5. You are speaking of work under a Government contract at these barracks?—That is so; to make myself sure that the complaint was a genuine one, I repeated my correspondence with the Leicester branch, and the answer I got is as follows: "Wigston, four miles from Leicester. The wages 7½*d.* per hour, and the work inside and outside, and expected to last something like a period of three months." On receiving that communication I lodged my complaint with the proper authorities.

Mr. *Sydney Buxton*—continued.

6. Whom do you mean?—At 41, Charing Cross, the office of the War Department; the Royal Engineers' office, I believe it is.

Mr. *Sydney Buxton.*

7. At the War Office, you mean?—That is so. But unfortunately Wigston came within the north-eastern district; consequently, I wrote then to the Commander of the Royal Engineers at York.

8. What date was this communication?—The 11th of August 1896.

9. What was the reply?—The reply is as follows: "Sir,—I am directed by the Officer Commanding the Royal Engineers of the North Eastern District to thank you for your letter of the 11th of August, and in reply to inform you that inquiry has been made. It appears, however, that the contractor is paying the prescribed local rates, and that in some cases a higher rate is given. — Yours faithfully, *E. Ross* of Bladensburg."

10. What occurred after that?—I at once sent on a copy of that letter to our Leicester branch. The Leicester branch replied, positively repudiating the statement that any workman was receiving more than 6*d.* per hour on that job.

11. What

Mr. *Sydney Buxton*—continued.

11. What action did you take on that?—I then repeated my complaint to the Commander of the Royal Engineers at York, stating positively that there was no workman in receipt of more than 6*d.* an hour working on that job; and I requested that further inquiries should be made. On the 30th September I got the following letter: "Sir,—I have the honour to acknowledge the receipt of your letter of the 22nd September 1896, on the subject of the rate of wages paid by the War Department contractor to painters at the Wigston Barracks, Leicester. I have caused inquiry to be made, and have ascertained that two painters, inferior workmen, were employed at the rate of 6*d.* an hour on portions not requiring skilled labour, and this only after the contractor had been unable to get his regular men to undertake the job. He has now been directed to pay these men at the rate of 7½*d.* per hour, which is the local rate in the Wigston district. The barracks, as perhaps you are aware, are 3½ miles out of Leicester town, where the wage is 8*d.* an hour, as mentioned by you.—I have the honour to be, sir, your obedient servant, *A. de V. Brooke*, Colonel Commanding Royal Engineers, North East District."

12. That letter was written on the 30th September, and the contract was then nearly completed?—It was within a few days of completion.

13. Do you know whether the 7½*d.* was actually paid to any of the men during the short time that the contract had still to run?—A man of the name of Marlow for the last few days received 8*d.* an hour. The statement referred to in that communication, that the two men were inferior workmen who received less than 7½*d.* per hour, is not accurate. The one man was employed putting on numbering and names on the doors, which is pencil work, and the other paperhanging, both regarded as something more than the ordinary work of painters, and entitling them to something more than the uniform rate of wages.

14. Has this contractor since then had any work for the Government that you know of?—I do not know.

Mr. *Banbury.*

15. You say these men were on work which is regarded as something more than ordinary work?—A man who is a pencil hand is always considered to be something more than an ordinary painter.

16. Do you contend that he ought to have had more than 7½*d.*?—No, I have not contended that; that was the general recognition in the trade.

Mr. *Sydney Buxton.*

17. Substantially, may I sum up the evidence with regard to this case which you give to this effect: You made this complaint to the War Office; the War Office did not entirely agree with the view you took; you then again communicated with the persons locally interested; and on your second application to the War Office, the War Office practically came to the conclusion that the case was a substantial one, and insisted on the contractor paying the rate that was considered the recognised rate?—That is so.

Mr. *Sydney Buxton*—continued.

18. That did not, practically, take effect till the contract was nearly through?—That is so.

19. I understand from what you said that the correspondence involved covered a period from the 19th August to the 30th September; but I gathered from the dates you gave that the delay in the correspondence was not, in a sense, the fault of the Department; that is to say, the latest letter of reply in which they declined to take action was written very speedily on your first communication, and in consequence of your having to communicate with the local persons, and so on, you did not again write for about some four or five weeks?—That is so. Correspondence had to pass between myself and the Leicester people before I could send my second communication.

20. Quite so; I understand the reason. But I mean the delay between the middle of August and the end of September substantially was not the fault of the Department?—No.

21. Was this a large contract?—It extended over a period of about three months.

22. Involving what amount?—I do not know.

23. Then there is another case you have given me here, which is the case of the Norwich Barracks; will you shortly state what that case was?—Kendall is the name of the firm, of Huddersfield. They undertook the painting of the interior and exterior of the Norwich Barracks. In that instance, as in the former one, advertisements were in circulation, or rather I should say notices were in circulation, that painters were wanted for the Norwich Barracks. Application was made by Norwich men; but Mr. Kendall's representative refused to pay the Norwich men more than 5*d.* per hour. The rate of wages, as laid down by the employers of Norwich and the workmen, is 5½*d.*; and it appears from the information I have in my possession that it was on account of the plea put forward by the men of being hard up and in poverty that the employers took an undue advantage of it. A deputation from the Norwich Trades Council, together with the representative of our Norwich branch, waited upon the firm, and after three weeks we were able to get an assurance from Mr. Kendall that all men who were not then in receipt of 5½*d.* an hour were to have it on and from 14th November. We did not lodge our complaint in the War Office in the first instance, but endeavoured to get the matter remedied without troubling them; but just about the time we got the matter settled with the contractor the complaint had been lodged a couple of days, or something like that. The result was that we only got a formal acknowledgment from the War Office of the complaint.

24. Was this a contract extending over a considerable period?—The job commenced on 21st September, and was completed at the end of November.

25. You do not know what the amount involved was?—No; I have no opportunity of knowing that.

26. Then practically this again was rather a case in which the matter was practically remedied when the contract was running out?—That is so.

27. And

Mr. *Sydney Buxton*—continued.

27. And therefore you did not trouble the War Office again in regard to it?—No.

28. Do you know if these people have had a further contract?—I have not heard of any.

29. But I take it, as regards the War Office, in this case they did not take any action because the matter was practically settled through local pressure?—That is so.

Mr. *Powell-Williams.*

30. At the moment you wrote to the War Office it was actually settled, was it not?—It was scarcely settled at the time the complaint was lodged. The matter was not settled till two days afterwards.

Mr. *Sydney Buxton.*

31. But it was settled before the War Office could have an opportunity of intervening?—Yes; they would not have had time to do anything.

32. Now, the other case I have in my hand is that of the Plymouth Citadel. Will you explain that case?—The complaint about the Plymouth Citadel arises from the correspondence with the Plymouth branch.

33. That is a contract which is still running, is it not?—Yes. The complaint is only just lodged; it was lodged on the 3rd of March.

Mr. *Powell-Williams.*

34. There was a previous complaint, was there not?—Not prior to the 3rd March, I think.

Mr. *Sydney Buxton.*

35. You did not lodge any previous complaint?—Not prior to the 3rd March.

36. Is there any other society that you know of that had lodged a complaint previously?—I am not aware of any.

37. Could it have been done without your knowledge, do you think?—If any complaint has gone, it has been a communication from the Plymouth branch of my society. It would not go earlier than mine would go; it would go about the same time.

38. Is this the case that Mr. Lake is going to give further evidence about?—Yes.

39. Will you just state what the complaint is?—With regard to the Plymouth Citadel, Messrs. Crockrill are doing painting work at the Citadel, and the rate of wages paid by that firm on that particular job is 6*d.* an hour. On the 10th April, 1893, an agreement was entered into between the employers and the workmen at Plymouth that the rate of wages should be 6½*d.* Of course we have no time to know whether the War Office has moved in the matter, beyond the fact that I received a communication yesterday morning acknowledging the receipt of my communication, and to the effect that the matter should receive consideration.

40. I take it that Mr. Lake, at our next meeting, will give us more detailed information with regard to the case?—Undoubtedly.

41. Presumably he will be in possession of the previous correspondence if it came through him?—Yes.

42. You spoke just now of an agreement between masters and men at Plymouth in regard to the rate of wages. Is there a printed agreement?—It was a verbal agreement, but copies of the rules have been since printed.

43. Is that signed by both sides?—No, there is no signature by either party.

44. But it is admitted?—Yes, it has been accepted and worked under since 1893.

45. In regard to London, how does that matter stand, I mean in regard to the general recognised rate in London?—With the Office of Works we have very little trouble.

46. I am not speaking of the Departments, but of the recognised rate in London, just as this figure you gave us is the recognised rate in Plymouth?—Our recognised rate stands now as it was signed in 1892—we have had no alteration; the rates of wages are 8½*d.* and 9*d.* per hour.

47. In 1892 was there an agreement practically between the principal members of the employers and the men?—Between the Master Builders' Association and the representatives of the workmen.

48. The representatives of the Trade Unions?—Yes.

49. Is that a printed document?—Yes.

50. Have you got it?—I have not got a copy here, but I can supply you with one.

51. Will you send us one?—Yes.

52. You have there the rules of the Plymouth branch of your Society, to which you referred?—Yes.

53. Will you hand them it?—(*The same was handed in*, vide *Appendix*).

54. Have you got any arrangement of a similar nature in Leicester?—Yes, I have here the working rules of the Leicester district (*handing in the same*, vide *Appendix.*)

55. I see that is headed "Agreed upon by representatives of the Leicester Master Painters' Association and the Amalgamated Society of House Painters and Decorators at a conference held at the Old Town Hall, Leicester, March 23, 1896"?—Yes.

56. That is admitted practically by both sides as the working rules?—Yes; there are the signatures at the bottom.

57. Then your third case was that of Norwich. Is there any arrangement between the masters and the men there?—Yes. This is the list that is published and circulated throughout the city of Norwich (*handing in the same*, vide *Appendix*).

58. I understand that in the first case you mentioned, at any rate, through the action of the War Office, the contractor was forced to increase the rate of wages which he was paying, but that that only took effect practically during the last few days of this contract, which covered a period, I think you said, of some three months?—Yes.

59. What would be your view in regard to this point; if the men making the complaint prove their case to the satisfaction of the Department, and the Department insist upon the contractor's increasing his rate, do you think that ought to be retrospective, so as to cover the whole period of the contract?—I do; unless it is retrospective the workmen gain no advantage by the decision.

60. You

Mr. *Sydney Buxton*—continued.

60. You have had previous cases, the case of the Windsor Barracks, and others, which I will not trouble the Committee with because they were some time ago and you have not got the correspondence and so on; have you ever had a case, either in connection with the War Office or any other Department, in which the Department have personally seen those who have made the complaint?—I cannot say I have.

61. You have never had such a case yourself?—No.

62. Nor with the Office of Works either?—No; only in one instance, and that was a question where the work was done direct by the Government. That was the Southampton Post Office.

63. That was not a case of contracting?—No; it was communicated by a messenger, and the matter was attended to at once.

64. In the other cases of complaints, you have never yourself expressed a desire for an interview, or there has never been any communication asking for a personal interview with any one from the Department?—No.

65. Therefore, you have never been refused a personal interview?—No.

66. Have you ever made any complaint as to the discrimination made between Unionists and non-Unionists under these contracts?—None whatever.

67. Is there anything you want to add to what you have said already?—There is one statement I should like to make with regard to Wigston. It is evident that Messrs. Carr's representative knew, and was fully aware, that they were not paying the proper rate of wages, from the fact that a person by the name of Travers, the representative of the firm, after the complaint was lodged, said to a workman by the name of Marlow, "If anyone asks you what wages you are receiving say, 'the current rate.'"

Mr. *Aird.*

68. You get that from hearsay, I presume?—The man can be produced. The man declined to say that he was receiving the current rate. The result was that he was paid 8*d.* per hour until the job was completed, which was only for a few days.

Mr. *Sydney Buxton.*

69. You are speaking, I understand, of this particular case you mentioned before, in regard to Messrs. Carr, of Halifax?—That is so.

70. I only want to ask you one general question, and that is, whether, in your opinion, it would be desirable if in these cases of complaint, the information at the disposal of the Labour Department of the Board of Trade could be brought in to assist in their settlement?—I think it would be far better that some arrangement should be made whereby a visit could be made by some one appointed for that purpose, prior to any communications going to the firm upon the subject.

71. But as regards the cases you have mentioned here, I do not take it that, so far as you are concerned, you have any complaint to make of delay having taken place on the part of the War Office?—No; of course I could not say what time may be required, but when the correspondence extends over a period of seven weeks, of course all through those seven weeks the work is going on at the same rate of wages and under the same conditions that we complained of. If some arrangement could be made by the Labour Department of the Board of Trade so that an officer could be despatched at once when a reasonable and substantial complaint was lodged; I do not say they should take notice of every little complaint that is sent in, the complaint should be substantiated; and I think on those grounds an officer should be in readiness to at once make an investigation; and, if possible, let him be present on the pay-day, and see what wages the men are actually receiving.

72. You mean, if there had been such an officer representing the War Office or the Labour Department of the Board of Trade when your reply was made on the 19th August, an officer would have been sent to the locality to inquire, instead of your having to obtain the information and causing delay?—That is so; it might then be settled in a fortnight instead of seven weeks.

Mr. *Powell-Williams.*

73. In the case of Messrs. Carr, of Halifax, why did you not communicate with the War Office, with the Director of Contracts?—In many instances our communications have been referred to the Department to which I have referred, that is to say, they have been referred from the War Office to 41, Charing Cross, or, as the case may be, to the North Eastern District, which has the arrangement of that neighbourhood.

74. But you communicated with the Major of the North Eastern District, and got an answer from him; why did you not communicate with the Secretary of State?—I can only give the same answer again; for the reason that our previous communications have been referred from the Secretary of State to that quarter.

75. They might be referred for inquiry; but the Secretary of State is the responsible officer for the carrying out of the Fair Wages Resolution of the House of Commons, is he not? Now, in that case of Messrs. Carr, at Wigston, in relation to how many men did the complaint apply?—I could not say how many men were employed upon the works; but it applied to the whole of them.

76. Can you say about how many?—Possibly it may be 20, or it may be 30.

77. You cannot tell us at all how many men there were?—No.

78. Now as to rates: Are you aware that in almost every district there are employers who do not accept what some people declare to be the current rate; that there is a lack of unanimity in relation to what is the current rate?—You will find that more or less in every industry.

79. Was that the case here in regard to this Wigston contract, do you suppose?—I do not think it could have been; otherwise they would not have acknowledged the 7½*d.*

80. But

Mr. *Powell-Williams*—continued.

80. But in the first instance they did not do so?—No; but evidently the officer from the North Eastern District satisfied himself that 7½*d.* per hour was the rate of Wigston; otherwise he would not have given instructions for that rate to be paid.

81. Finally, you mean —— ?—That is so.

82. Now, in regard to the case of the Plymouth Citadel, are you aware that a different rate obtains in Devonport to that which obtains in Plymouth?—The Citadel is at Plymouth.

83. I know that; but would you answer my question: Are you aware that a different rate obtains in Devonport?—I am aware of that.

84. Where does the contractor, Messrs. Crockrill, live?—At Portsmouth.

85. Does not he live at Devonport?—I believe his place of business is at Portsmouth.

86. Would you be surprised to learn that his place of business is at Devonport?—I believe he has a place of business in Portsmouth as well.

87. That may be so; but has he not a place of business in Devonport?—I could not say.

88. You are aware that there is a different rate between Devonport and Plymouth?—Yes.

89. And that Messrs. Crockrill, the contractors, are paying the Devonport rate to these men?—Yes; but, as I understand it, the Fair Wages Resolution means that the rate of wages recognised in the district where the work is situated should be the rate that is paid; that is, according to the advertisements which appeared in the Windsor newspapers when tenders were asked for for the Widsor Barracks.

90. What I want to put is this. It is clear, from your own statement with regard to the three towns, that there is not a uniform rate of wages. You admit there is a different rate in Devonport and Portsmouth; therefore, with regard to the three towns, it is clear there is no established rate applying to them all?—I believe there is a halfpenny per hour difference between Devonport and Plymouth, so far as my memory serves me. But, at the same time, I think, seeing that the work is situated in Plymouth, Messrs. Crockrill must know that, according to the reading of that Resolution, it is intended that the wages applied to the particular job, wherever it is situated, should be the same as are paid in the locality where the work is located.

91. Suppose Mr. Crockrill says: "The men I am employing upon this job are my Devonport men. The rate at Devonport is 6*d.* an hour, and I am paying 6*d.* an hour." What is the answer to that?—I do not suppose he has got all Devonport men.

92. Supposing he says he has, what is the answer to that?—The answer to that would be, Does he pay their expenses for travelling to and fro?

93. Supposing he says he does, what is the ground of complaint then, or how can the Secretary of State interfere?—That is a matter that I could not speak to as to what course the inquiry would pursue; still I do think if the work is located at a distance from where the man's place of business is, if he does not pay the recognised rate of wages of that particular locality, he ought to pay the equivalent, namely, the travelling expenses to and fro.

94. Regarding the three towns, as everybody does, as one locality, how are you able to say that a contractor living in Devonport, paying his men the Devonport rate, is in any way infringing the Fair Wages Resolution?—He would be infringing the Fair Wages Resolution, presuming he took men on to that particular job at Plymouth at the Devonport rate of wages. Now, if he had got men constantly in his employ who were resident in Devonport, I do not think we should raise an objection to a matter of that kind; but what we do object to is a Devonport employer taking work in Plymouth, and setting men on the job to work at the Devonport rate of wages, whereas the rate of wages in Plymouth is 6½*d.*, not 6*d.*

95. You say that, notwithstanding the fact that the three towns are invariably regarded as one locality?—In the trade itself they are not considered as one locality. The Plymouth men deal with Plymouth.

Chairman.

96. Do I understand you to say you would not object if the men were constantly in his employ?—I say if these workmen were constantly in the employment of Messrs. Crockrill, residing in Devonport, and I was living in Plymouth as a workman in the same trade, I should raise no objection to a workman coming from Devonport who was constantly employed by Messrs. Crockrill. But I should take exception to their starting him on at the commencement and setting him on the work at Plymouth, and paying him only 6*d.* an hour, whereas the Plymouth rate of wages is 6½*d.* And for this reason: if I was resident in Plymouth, and working for Messrs. Randall and Prowse, I would get 6½*d.* an hour, and if I was stopped from working with them by shortness of work, Messrs. Randall and Prowse would not like me to take up work for Messrs. Crockrill at 6*d.* an hour at the Citadel.

Mr. *Powell-Williams.*

97. Are you at all aware that there are firms of employers in Plymouth itself who do not recognise the 6½*d.* rate, but adhere to the 6*d.* rate?—You will always find in every town there are firms that do not pay up to the recognised rate of wages. But then they are "unfair" firms, and not "fair" firms. A firm can only be considered fair that pays the rate of wages that is recognised properly between the employers and the workmen.

98. Would you admit that it might be difficult for anyone to act in a case where, according to your own admission, no uniform rate has been established applying to the whole locality, and where, in certain districts of the locality, the lower rate is maintained in respect of employers of a considerable number of men?—That does not apply to Plymouth as a whole.

99. I want you to answer my question generally, if you please, without regard to particular circumstances. Assuming that to be the case, would you admit it would be rather difficult for anybody to act?—No, not at all difficult; because the

Mr. *Powell-Williams*—continued.

the recognised rate of wages between employers and workmen should be the rate to govern the Government work.

100. That is begging the question. My question assumes that there is no absolute recognised rate of wages over the whole of that district, but that different terms apply. In certain districts certain employers pay more; but even in those districts, certain employers pay less; and it is admitted in one particular and important part of the district a lower rate obtains and is the current rate. I say, under those circumstances, do you not think it rather difficult for anybody to act?—I do not see it; because the job complained of is in the district where the rate of wages is recognised between the honest employers and the workmen to be 6½*d.* per hour.

101. Do you recognise the right on the part of an employer to employ a man who is not a fully competent workman, and to pay him less than the current rate of wages which a fully competent workman would be entitled to?—We do not recognise a person doing mechanic's work at labourer's wages.

102. That is not my question; would you just apply yourself to the question, which, I think, is a distinct one: Do you recognise the right of a contractor to employ a man who is not a fully competent workman, or a fully competent mechanic, as you please, and to pay him less than the current rate of wages for a fully competent man, because he is not able to do the work of a fully competent man?—I should not myself, unless there were an arrangement between the workman and the employer that he was there as an improver under proper conditions, or as an arrangement for his serving his time to the trade.

103. We will put out of the question for a moment, the improver, if you please. Assume the case of a man who is not physically fit to undertake what would be a fair day's work for a thoroughly competent workman, but who could do some work; do you object to his being employed and being paid accordingly to his capacity?—No; for this reason——

104. Do I understand you would not object to that?—No; on these grounds: assuming that we had a member of our organisation, of which we have a great many, who had grown old in years, men who are mechanics, but are unable to compete with younger men, if by force of circumstances, from old age or ill-health, he is unable to claim the recognised wage of the district, the Committee of the respective branches has power to deal with those cases and give that man an opportunity of working for such wages as he is able to get.

105. Supposing he was not a member of your organisation, what then?—We have nothing to do with him.

106. But would your organisation object?—I do not think under circumstances of that kind we should be so harsh.

107. Supposing, for instance, an old soldier came along, a man who has served a long time with the colours and has become unaccustomed to what was at one time his calling and he is therefore not fully competent, but the wages of the

Mr. *Powell-Williams*—continued.

district being, say, 24*s.* a week, he is willing to come and work for 20*s.* a week, and the employer considers he is worth that, but not worth 24*s.*, would you object to the employer taking him on?—If he was a properly qualified painter, we should not take exception to that.

108. I do not want to confine my questions to any one particular trade; I say whether he was a mechanic or a painter, or whatever he might be?—I am speaking from the painters' point of view, and I say I do not think we should take any exception to that.

109. You say supposing he is a qualified painter; of course, there is in your trade, as we know, what you call fine work and rough work?—Yes.

110. Supposing he is only able to do rough work of a most ordinary character, almost labourer's work, and that that is all he is good for, should you object to his being paid at less than the current rate paid to a man who could do better work than rough work?—If he was an able-bodied man, we should expect him to get the minimum rate of wage of the district, be it rough or fine work. A man who can do the better class of work can always command more than a man who cannot.

111. That is to say you would shut the door and prevent his being employed if the employer did not consider him equal to the minimum standard of capacity to which the current rate applied?—I do not see that I can give you any other answer.

112. You have brought before us to-day three cases; one case at Wigston, another at Norwich, and a third at Plymouth?—Yes.

113. The Plymouth one, you have told us, is at the present moment before the Secretary of State for War, and is under inquiry?—Yes.

114. Are those the only three cases of which you know, in which there has been any accusation that the Fair Wages Resolution has been departed from?—No.

115. Those are the best cases?—They are more in one's memory. We had a serious complaint from Windsor, I think, in 1893, which was not remedied; unfortunately I am unable to produce the replies I received in that case, but I have my letter books containing copies of the letters I wrote to the War Office on that matter.

116. These three cases are the cases you have selected to bring before us to-day?—Yes.

Mr. *Morrison.*

117. Supposing a Plymouth firm of employers, employing Plymouth painters, took a job in Devonport, do I gather that your trades union would say they ought to pay these Plymouth men the Devonport rate of wages?—If the Plymouth men were working for a Plymouth employer constantly, I take it that those men would go to Devonport in the same manner that I referred to in the case of the Devonport men coming to Plymouth. But then, supposing the job was in Devonport, and the Plymouth employer had not got sufficient men to send there, and

Mr. *Morrison*—continued.

and he took a man on in Devonport, we could raise no exception to that employer paying the Devonport rate of wages.

118. You would allow, then, that the Plymouth men would be only paid 6*d.*?—If they went to Devonport.

119. You suggested there should be an officer of the Labour Department of the Board of Trade, I think you said, in every district, to make preliminary inquiries when there is a dispute?—Not necessarily that there should be one in every district; but, if there were officers at the disposal of the Board of Trade, to be dispatched to the places where complaint arose, they would, I think, get the information very much quicker and very much more readily than under the course that is adopted at present. It seems to me that there is too much time taken up with correspondence before we get any results. Consequently, the work is completed before the inquiry is completed.

120. Are you aware whether the War Office has ever sent officials to inquire at once on the spot?—I could not say. We have never been informed to that effect.

121. That has not happened in your day?—We have had no intimation of that kind.

122. What would be the functions of these officials; taking the Leicester case, for instance, what would they do; would they call together the masters and the workmen?—If an official was sent on to the job I think he could very readily get the information he wanted by going direct to the workman, or rather, be present at the pay table on pay day, and see the actual rates of wages paid to the workmen in the respective trades.

123. Would not you allow the masters to be present at the investigation?—Oh, yes,

124. So as to hear both sides?—Oh, yes.

125. You have formed no idea, I suppose, as to how many officials should be appointed for this business?—I could not tell. That would depend upon the number required. That is a matter I think someone else would be better able to decide than I.

126. It would be very expensive, would it not?—It would depend upon the number of the complaints you had sent in; and for that may be taken as a guide the number of complaints that have already been submitted.

127. Do you think, if there were special officials appointed for that particular business, the number of complaints would greatly increase?—They may for a short time, but the necessity would not arise afterwards.

128. Do you think it would be fair that the trades union should pay the travelling expenses, for example, in order to keep a check upon petty complaints being submitted?—The non-society man reaps an equal benefit from it with the unionist; and I do not see why the funds of the trades unions should be taxed for the benefit of the one more than the other.

129. Supposing a painter not in the union at Norwich is receiving 5½*d.* an hour and is offered 6½*d.* an hour at Leicester, why should not he avail himself of the opportunity of bettering himself?—That 5½*d.* at Norwich would not be

Mr. *Morrison*—continued.

the wages at Leicester; the Leicester wages are 8*d.*, and at Wigston 7½*d.*

130. He would be better off by 1*d.* an hour?—I do not know.

131. Sixpence-halfpenny is a penny more than 5½*d.*?—Yes; unfortunately Norwich is a very low-paid district all round.

132. I am quite aware of that. You would agree, I suppose, that it is the duty of the Government Departments to take the lowest tender, if it is satisfactory in other respects, for the sake of economy?—Yes, of course it is understood that generally the lowest tender is accepted. At the same time the contractor, when he tenders, is supposed to tender on conditions to pay the recognised wages of the locality where the work is located; and for that reason I do not think it should be any excuse for his beating down the price, and having afterwards to beat the workman down to make a profit for himself.

Mr. *Maclean.*

133. You say these three cases you have given us are not the only cases in which complaints have been made?—No.

134. I suppose there are an immense number of contracts given out under the War Office all over the country from time to time?—Undoubtedly.

135. As a rule, do you find that the Fair Wages Resolution is carried out by the War Office?—Less by the War Office than in other Departments.

136. But still in a general way it is carried out?—We as painters have more complaints to send in to the War Office than we do to anybody else.

137. Can you assign any reason for that?—I do not know for what reason advantage should be taken of painters in the War Office more than in any other.

138. You say, and it obviously must be so necessarily, that a good deal of time is lost in official correspondence after the complaint is raised, with the result that the contract is sometimes almost completed before the grievance is remedied?—Yes.

139. You propose that, when the grievance is remedied, the payment should be made retrospective upon contractors who had given a lower rate of wages than they ought to have paid?—I think it ought to be so; otherwise the workman gets no advantage from having proved his complaint.

140. Would it not be better if the rate of wage current in the district could be ascertained at the time the contract is given out, so as to prevent any dispute afterwards?—It could be ascertained, not by making an application to the workman, but by making application to the National Association of Master Builders, who publish an official document half-yearly, giving the rate of wages in almost every town in England, Ireland, Scotland, and Wales.

141. Then the War Office, in your opinion, ought to be familiar with those rates?—Yes.

142. And so be able to judge with regard to every contract whether it is based upon the rate of wages current in the district or not?—Yes.

143. Is

Mr. *Maclean*—continued.

143. Is this document you refer to published?—It is a private document. They would not supply me with it; but no doubt, if an application was made from the Department, they would get a copy.

Mr. *Aird.*

144. I gather from your remarks that you think too much time is taken up in correspondence before you get any results?—Yes.

145. Might I ask your opinion as to whether it might not be desirable, in cases like this one which you mentioned, to lessen the correspondence, and for the workmen on the spot to communicate direct with the Department?—If a workman on the spot lodged a complaint against the employer he was working for, he would not be on the job very long after he lodged the complaint.

146. But if he lodges a complaint through the local trade union it would save the complaint coming through from Leicester to London and going back again?—Yes. That is the reason that I have conducted the correspondence in these cases; simply in order that it shall not be known which individual, or individuals, it may have been who lodged the information. I do not know how I could curtail the complaints that may be lodged.

147. No, I am not suggesting you could, in the way in which the thing goes about now; but what I am endeavouring to point out with a view to avoiding this delay, which prevents an alteration being made in the wages till the practical completion of the job, is that if the Royal Engineers' Department were communicated with direct from Leicester, where they are able to explain the matter, a great deal of time would be saved?—That is the system that we adopted by lodging our complaint with the Royal Engineers; and Mr. Powell-Williams took exception, and said that we ought to have lodged our complaint direct with the Secretary of State for War.

148. That would make it worse?—Yes; that is the reason we lodged our complaint direct with the Royal Engineers.

149. Then, again, time would be saved if, without giving the names of the actual men, you could make the application direct to the Royal Engineers?—That is our greatest complaint, that even if we prove our case, the matter is not decided till the work is completed, and then the workman gets no redress. That is really the ground of our complaint.

150. One question, as to a matter which was raised by Mr. Powell-Williams, which I want to get quite clear; do I understand in your trade, a beginner, and at the same time an elderly man who is old and feeble but familiar with the work, would be allowed to be employed at a lower rate of wages than the current rates?—As to any man who was a painter, and who was infirm, either from sickness or old age, we should take no exception to an employer employing him for such wages as he could get.

151. And equally in the case of a young man learning the work?—And as to a young man that is learning his business, we work side by side with him, and we take no exception to him. But we prefer, of course, people who have gone through the trade in the usual way; we should prefer that they should be apprentices or improvers.

Mr. *Aird*—continued.

152. You think that sort of thing should be acted upon fairly, and not taken advantage of by the employers?—Yes, quite so.

Mr. *Austin.*

153. Has your organisation many members?—Four thousand.

154. Does it embrace Ireland?—Only in one instance, Larne.

155. Does the rate in the provincial towns vary much from that in London?—More or less, it does, considerably. For example, in London the rate is 8½*d.* and 9*d.*; in Leicester and Birmingham it is 8*d.*; in Wolverhampton it is 7½*d.*; Northampton, 7½*d.*; Leamington, 7*d.*; Rugby, 6½*d.* and 7*d.*; then round Plymouth, Torquay, Bristol, and Cheltenham, they all vary, more or less. Of course, the conditions of living in London are very much more expensive: for example, your house rent in London, as compared with Birmingham, is something like double. Then again, your coals in London are twice the price they are in Birmingham. So that the rate of wages should be something higher in London, to make up for the difference in the cost of living. So far as provisions are concerned, there is very little difference between the price of provisions in London and elsewhere.

156. With regard to the case of Devonport and Plymouth which you mentioned, are there many non-union houses in those two places?—We do not go upon the strict line of its being a union or non-union house in our trade. We do not take exception, as they do in many trades, and refuse to work with a man because he happens to be a non-society man, so long as he is a mechanic and getting the same conditions that we are receiving.

157. Does the current rate that is in operation both in Devonport and Plymouth represent the majority of employers?—Yes; that rate of wages that is recognised in Plymouth, 6½*d.*, represents the majority of employers in the locality.

158. Speaking of the minimum standard of wages, in every centre you have a minimum fixed rate; is it within your cognisance that a higher rate is paid to competent workmen voluntarily by the employers?—Yes; I have myself received it; that is to say, I have received the minimum rate as my rate of wages, but, so soon as I have taken on work of a special character, or had the charge of a number of men working under me, my wages were increased a halfpenny or a penny an hour directly, in proportion to the number of men I had charge of or the character of the work I had been doing.

159. I gather from what you have said about these complaints in which you have had to do with the War Office, you complain of the delay occasioned by the correspondence?—Yes; the Wigston complaint took about seven weeks.

160. Outside your position as general secretary,

Mr. *Austin*—continued.

tary, had the local secretary a correspondence with the War Office?—I think not, in that instance. The communication came direct to me.

161. And the contracts in those cases were generally given away before it came to your cognisance?—Yes.

162. Have you any means of knowing, under the present system of giving out contracts, who are the contractors to the War Office?—No. Messrs. Carr are advertised by the National Amalgamated Society of House and Ship Painters as an unfair firm at Halifax.

163. You stated that a circular was issued by the master builders setting out the rates in the United Kingdom; do you issue a similar circular?—Our annual report contains the rates of wages paid in every town where we have a branch situated.

164. Did you ever send a copy of that to the War Office?—I cannot say that I sent it direct to the War Office. I have sent it to certain Members of Parliament when I have been asked for information.

165. In order to more fully carry out the Resolution of the House of Commons, have you any suggestion to make with regard to contracts in future?—I think wherever it is proved satisfactorily that any employer has violated the terms of that Resolution, he should be prohibited from tendering again for a certain period.

166. Do you think it would be advisable to insert in the "Board of Trade Gazette" the names of all contractors to the War Office, so as to give the men an opportunity of knowing them?—I think it would.

167. Do you think also, when a contract is declared, that the name should be immediately posted in the "Board of Trade Gazette"?—I do not see why it should not.

Mr. *Banbury*.

168. I understand you to say that, owing to the great delay that occurred in the Leicester case, you consider that the Resolution of the House of Commons was not satisfactorily carried out, that is to say, you suffered by the delay?—That is so.

169. And in order to remedy that, you suggest that officers should be kept in readiness to be sent down at once by the Board of Trade?—Yes.

170. You consider then, I presume, that, unless this is done, the Fair Wages Resolution is not satisfactory to the workmen?—Not unless some other means are used, that is to say, that when a contractor has not carried out the terms of that Resolution, he should not be allowed to tender again for a certain period, or that there should be a penalty imposed.

171. In the event of such officers being kept as you suggested, the only object would be that the officer should be sent down at once. Now there are no doubt, an enormous number of contracts going on in the different Government departments; and in order to have an officer ready to be sent down at once, you would have to keep an immense number of officers, would you not?—Yes.

Mr. *Banbury*—continued.

172. Therefore the effect of this Fair Wages Resolution would be to increase enormously the amount which the tax-payer would have to pay?—Yes. But on the other hand, I think you would get better work; because, if they knew the Department was more keen in respect of the complaints that are sent in from time to time, the opportunity would not present itself so frequently for unskilled workmen to be employed doing painters' work at labourers' wages. The result of that would be that you would get better work for your money.

173. You admit that keeping so many officers as you suggest would cost a great sum of money; but against that, you say the work would be better done. But I suppose there is a clause in the contract by which the contractors are bound to give satisfactory work, and if the work is not satisfactory, the contractors have to make that good at their own expense?—Yes. But in that case at Leicester when the application was made by the men for employment, and the question of wages was raised, the answer made by the foreman representing the contractors was that labourers were quite good enough for him. Now that was painters' work, and painters ought to have been employed.

174. With regard to the Plymouth and Devonport case, I understand you say that a firm can only be considered "fair" that pays the recognised rate of wages?—Yes.

175. By that, I presume you mean, that pays the trades union rate?—The trades union rate is the rate that governs the district; and we do not find that non-society men ever object to receive the rate of wage which the trades union secure for them.

176. You say the rate that governs the district is the trades union rate?—And it is the rate agreed to or accepted as the recognised rate between employers and workmen; and there is no one else ever brings about a settlement but the organised men in conjunction with the employers.

177. Then, am I to understand, you do not wish to put it that it is the trade union rate of wages that governs the district?—Certainly it must be, because there is no one that can enter into an arrangement with an employer but the organised men; they have no one to communicate with.

178. That being so, the War Department are practically, you consider, under this Fair Wages Resolution, bound to pay whatever the trades union rate of wages is?—Well; take for example, the rate of wages paid in the London district.

179. Would you please answer my question?—It applies just in the same form; an agreement was entered into here between the trades union and the Master Builders' Association; so in Plymouth the rate of wages that is recognised, and that has been recognised since 1893, was arranged between the organised men and the employers of Plymouth.

180. By some of the employers?—By the great majority; the fair employers.

181. That is what I wanted to get at; I wanted to know whether you consider that an employer

Mr. *Banbury*—continued.

employer is not a fair employer unless he pays the trade union rate of wages?—You can have the trades union rate of wages if you like; but it is the rate of wages that is recognised in the district, and there is no man makes that recognition but the organised man and the organised employer.

182. It appears that in Plymouth there are two rates of wages; that some of the firms do not pay what you consider to be the recognised rate of wages?—We recognise 6½*d.* as the minimum.

183. But are there firms that do not pay the 6½*d.*?—You will find there are firms in every kind of industry that is going on to-day by whom less is being paid than what is recognised; but they cannot be considered fair firms, and I do not consider they can be recognised as such.

184. Because they do not pay the trades union rate of wages?—Because they do not pay the rate of wages mutually agreed between the representatives of the employers and the representatives of the workmen.

Mr. *Powell-Williams.*

185. Are there not many cases in which the employers have agreed to a rate of wages, and pay a rate of wages, and make it therefore current in the district, which is less than the rate of wages which the trade union demands?—I do not know where it happens.

186. Are there no such cases?—I do not know where it happens. I assure you I do not.

Mr. *Austin.*

187. The trades union rate is the rate mutually agreed upon between employers and employed?—That is so.

Mr. *Powell-Williams.*

188. That is not the point I put. What I put is, whether it was not the case that in many cases employers in a particular district agree to pay a certain rate of wages which is less than the trades union demand?—I have never heard of an instance where the employers in any district had entered into an arrangement amongst themselves to pay less than the rate of wages that the trades unions demand or the trades unions recognise. I cannot recall one instance.

Sir *Arthur Forwood.*

189. You have stated that there are 4,000 men in your union?—Yes.

190. About how many non-union men are there?—A very large number.

191. They would be very largely in excess?—Yes, by a very great deal.

192. Do you suppose your union covers 10 per cent. of the painters of this country?—I question it.

193. Therefore the minority are trying to regulate the majority?—No.

Mr. *Austin.*

194. You only represent a section of them; there are other trade societies, are there not?—Yes; the National Amalgamated Society of House and Ship Painters has about 7,000 members.

Sir *Arthur Forwood.*

195. You do not represent, then, the Amalgamated Society of House Decorators and Painters all over the country?—Not the National Amalgamated Society.

196. You are representing the body in London?—Yes, and the branches in the provinces that are connected with us.

197. Then I will ask you again, where you have branches including London, what proportion of the house painters and decorators are in your union?—Would you like them in each case?

198. You have branches in a great many places outside London, I presume?—Yes. In Birmingham we have about three quarters of the men in our union; in Leicester, I should say, we have about half; in London we are very much in the minority.

199. London is your headquarters?—Yes.

200. Then you told the Committee, as I understand, that in Devonport and Plymouth there are different rates of wages?—I believe there is a halfpenny difference.

201. Is it the fact that you have one side of the main street in Devonport, and the other side of the main street there is in Plymouth?—No, it cannot be, because Stonehouse divides them.

202. Does Stonehouse come into the Devonport section or the Plymouth section?—I could not say. We have no reference to Stonehouse, although Stonehouse is the centre of the two. Whether Stonehouse is covered by Plymouth or Devonport, I am not in a position to state.

203. Devonport and Plymouth are one continuous town?—Like London.

204. You told the Committee that, from your point of view, a Devonport employer having a regular body of men, might take his men to work on a job in Plymouth at the ordinary rate of wages he would pay them in Devonport?—I say that if a Devonport employer had men who were constantly in his employ and paying them the Devonport rate of wages, we should take no exception to his sending those men to Plymouth.

205. Supposing you have a Plymouth employer paying his men 6½*d.*, and taking a job in Devonport, would you allow him to take the job at the Devonport rate of wages and take his men over the border?—I do not think our men would go unless they had the Plymouth rate of wages.

206. But would your Society consider that a breach of your rules?—I cannot say. I do not think the men would go, and the question would not be raised. And not only that, but an employer would not attempt to reduce a man a half-penny an hour simply because he was going to take him from Plymouth to Devonport; that would not occur.

207. You told the Committee that your complaint as to Norwich was that the contractor there advertised for men to come on a job at 5*d.* an hour?—I cannot say he advertised for men; but it was known.

208. It was publicly known?—It was publicly known that painters were wanted. I could not say that it would be through the medium of advertisements, but it was made known publicly.

209. There was no disguising the fact?—There

Sir *Arthur Forwood*—continued.

There was no disguising the fact at all. I say advantage was taken of the men by reason of their unfortunate position of being hard up.

210. You object to the men then accepting *5d.* an hour, although they were hard up and work was scarce?—The resident employers at Norwich complained about Messrs. Kendall having the job and paying a halfpenny an hour less than they were themselves paying. Of course, the men had got some little principle, and for that reason they did not take the work on, because, had they taken the work on at the barracks at *5d.* an hour, and then gone back to Messrs. King, Messrs. King might have said, "If you work for Messrs. Kendall at *5d.*, you must work for us at *5d.*, or get work elsewhere."

211. If they had succeeded in getting men employed at *5d.* it would have established *5d.* as the rate of the district?—It would have had a tendency to have done so.

212. Now you made a very serious statement, as I understood it, with regard to the Leicester case, and I want to be clear about that; you said that a foreman, a person of the name of Travers, asked a workman of the name of Marlow to tell a lie as to the rate of wages he was to get in order to deceive people?—Yes.

213. You know that of your own personal knowledge?—I have not made the statement without making such inquiry as to know that I would be justified in doing so. I did not feel disposed to make a statement where there was nothing behind it to prove it; and I have inquired, and the man to whom the statement was made has given his word that he is prepared to confront Mr. Travers upon the matter if necessary.

214. Of course the work there of painting barracks and that class of work is quite a low class of work, second class or third class, is it not?—It is average builders' work.

215. But it is a low average?—It is not a decorative class of work certainly; at the same time it is work which should be performed by a skilled workman; because it must be locked at not simply from the rough point of view, but also having regard to the sanitary conditions attached to it.

216. Then you do not agree with what the foreman said on one of these jobs, to which you alluded, that labourers were quite good enough for the job?—I do not agree with it at all. I think it is adding insult to injury.

217. If he could get labourers, and if he thought them sufficient to do the job, you would have the labourers kept out of employment in order to have the painters taken on?—No; we do not take exception to labourers; we help the labourers. We say, let the labourers do labourers' work, and mechanics do mechanics' work. But with an unskilled workman an employer can scamp the work far better than he can with a man who understands his profession. The man who knows the proper routine that the work should pass through, whether the work is fine or rough, knows full well whether it is being done in a proper manner or being scamped. The unskilled man does not know that, but simply does what he is ordered to do without raising the slightest objection.

218. But I suppose that skilled workmen are not always equally diligent and careful in their work?—I do not think there is any comparison in that.

219. You told the Committee that no one entered into an arrangement as to wages with an employer except an organised society?—I do not know of any instances where it has occurred.

220. Would you object to individual workmen entering into arrangements as to employment or wages except through your society?—Oh, no.

221. You do not object to that?—No, we do not object to any arrangement being come to for a man to be articled as an improver and to learn his trade as he should do; we would rather help him.

222. If a large contractor sees his way to secure himself constant employment for his men, would you object to a number of men accepting a less rate of wages by reason of the promise of constant employment?—I do not think that ought to apply. I do not think that the Fair Wages Resolution is intended to cover matters of that kind.

223. You would object then to the employer who could give constant employment to painters week in and week out, entering into an arrangement with the painters at a rate of pay less than what you would call the trade union rate?—Unfortunately that is a thing that seldom occurs in the painting trade.

224. If it did occur would you object to it?—I should not agree with it. I think if a recognised minimum rate of wages is laid down for any particular trade or calling, that minimum rate should be the rate to cover the trade.

225. Yours is a casual trade, largely depending upon the weather, is it not?—Yes, too much so.

226. Therefore, if an employer should see his way to giving constant employment, would you not allow the workmen in your union to make terms with him at a less rate of wages than the man who was getting casual jobs?—That is a thing that I do not know is likely to happen or ever has happened. I have been a workman myself, and have been through the ranks from boyhood, and I have had constant employment, and I never had it put to me that because I was getting constant employment I should receive less than the recognised rate of wages in the district. I was for 17½ years with one firm in Birmingham, and I never had the suggestion put to me that I should get less than the recognised rate simply because I was to have regular work.

227. Would your society object to a man taking a less rate of wages if he had the promise of employment year in and year out?—Unless it was for such a cause as that suggested by an honourable Member a few minutes ago, namely, through the man being ill or infirm, or some inability of that sort, we should not admit it.

Chairman.

228. I want to be clear about this point. I understand you to say that you have more complaints

Chairman—continued.

plaints in regard to the War Office than any other Government department?—Yes.

229. I think you said also with regard to your trade that there were more contracts with the War Office than with any other department. Did you say that?—I do not know whether painters' work would be much more extensive in the War Office than in any other department; but we get more complaints and more causes for complaint in that department.

230. Can you tell me, taking the year 1896 as the last complete year, how many complaints altogether you had to make to the War Office from your society during that year?—I could scarcely tell you. Of course, I dwelt upon these I have enumerated to-day because they were the freshest in my memory.

231. Is it the case that four was the number?—Take it as four.

232. From your society alone?—Yes, because we have had several minor complaints; but we did not lodge them for the simple reason that we wanted definite information.

233. And you got them settled in the meantime?—Yes.

Mr. *Morrison.*

234. Is it not the case that an unskilled painter uses more paint than a skilled man?—Yes, that is true.

235. I suppose you cannot tell us as a practical man what relation there would be between the waste of paint and the difference in the wages paid?—Unskilled workmen would put possibly three times the amount of colour on a door in painting it that the proper workman would, and the work would not look as well nor do as well.

236. When you said the employers had only objected to the fivepenny rate, how did they make that conclusion known; was it by any collective action?—Only by each employer signing an agreement that they would pay the rate of 5½*d.* per hour.

237. I understood you to say they objected to Kendall & Co. paying 5*d.* while they were paying 5½*d.*?—That is true; remarks were made by the resident employers in Norwich to the workmen there: "So-and-so is only paying 5*d.*, and if that is the case how can you expect us to pay 5½*d.*?" and that although they had entered into the agreement to pay the 5½*d.*

238. They did not object to the 5*d.*, but they objected to the 5½*d.*; is not that the way of putting it?—No.

239. Is it not the case in your experience that no employers object to wages going down?—The payment of the 5½*d.* was entered into by mutual consent, and upon very good terms.

Mr. *Austin.*

240. As regards the expression "current rate," is there any other body in any district capable of giving effect to that outside organised labour?—I do not think so.

241. That actually means this, that the current rates are for the guidance of local authorities, and the trade union rate actually represents the current rate?—It does. The rate that is agreed to between the trade union and the employers must be the current rate of the particular district.

Mr. *Austin*—continued.

If there is only an unorganised body of men you do not know where to find them, and you cannot find them. I might observe that the Employers' Association do not communicate with non-society men when they want to reduce rates. When we get a notice that the wage is to be reduced in any particular district, that notice is sent direct to the representative of the Workmen's Union. Correspondence is carried on between those bodies, and not between the non-society men and the employers.

Mr. *Aird.*

242. Are there not any districts where there are no trade unions?—Not so many.

243. I am asking if there are some?—There are undoubtedly some districts, but as compared with 10 years ago not so many.

Mr. *Powell-Williams.*

244. I take it from what you have said that the sixpenny rate of Devonport must necessarily be the current rate?—Yes, the sixpenny rate of Devonport; that is, presuming there is the halfpenny difference between Plymouth and Devonport, that would be the current rate at Devonport.

245. Your statement is that the rate agreed between organised labour and organised employers is the current rate?—That is true.

246. If 6*d.*, therefore, is the rate which is arranged at Devonport, that is the current rate?—Yes.

247. Are there not many cases in which employers have not organised, and in which, therefore, there has been no general arrangement between them and the trades unions?—Where there does not happen to be an association of employers in existence they are made by deputations from the workmen's organisation.

248. Supposing no general arrangement is arrived at, and the workmen's organisations claim a certain trades union rate, which the employers, though they may in some cases give it, do not recognise, what is the current rate then?—The trades union would not admit a rate of wages to be the current rate unless there was an arrangement by conference between the employers and the workmen, or unless it was by deputation having waited upon the employers and got the employers' signatures.

249. In that case I take it that supposing the trades unions were of opinion that a 6½*d.* rate ought to be obtained, but they had not come to terms with the employers, it might be that the 6*d.* was after all what you would call the current rate?—No, that rate that is agreed to with the principal employers governs the trade generally. As a rule the principal employers and the workmen enter into the arrangement.

Mr. *Sydney Buxton.*

250. You have no complaint to make as regards sub-letting?—There is one instance I did not mention, because I did not know whether there was permission given. That is the Naval College at Keyham.

251. Will you state briefly the circumstances of that case?—This letter, from Plymouth Branch Secretary, is dated 19th February 1897: "I am requested by the Committee," that is the

Mr. *Sydney Buxton*—continued.

the committee of his branch, "to inform you that Messrs. Shellabear and Son, who have a contract for building a new wing at the new Naval College, are evading the Resolution of the House of Commons by sub-letting painting, &c., one portion being sub-let to Messrs. Widger and Son and the other to Mr. Partington. I am instructed by the committee to say that this complaint will be sent on the same time as this to the superintendent civil engineer of the dockyard and also the Admiralty." That is the only reference I have to that, and for that reason I did not make any mention of it, but I wrote to Plymouth and asked if they could give the information as to whether Messrs. Shellabear had got permission from the Admiralty to sub-let.

Mr. *Aird.*

252. You are not in a position to make any complaint about it?—Not beyond that.

Sir *Arthur Forwood.*

253. A resolution has been come to by a congress of trade unionists, including the painters in Ireland, in which they ask the Government to insist on conditions being inserted in contracts to compel contractors to pay trade union rates of wages, which we have been discussing. Then they go on, "To observe trade union conditions, discontinue the employment of juveniles to supplant competent adults, and to purchase all manufactured goods necessary for the carrying out of their contracts only from such firms observing the same conditions." Do you agree in that?—It is the first I have seen of it.

254. Do you press the Committee to consider any other question than the question of wages?—I am not prepared to comment upon this, because I have seen nothing of it, and I should not like to give an opinion on that which I have not had an opportunity of studying.

Mr. *Sydney Buxton.*

255. We have heard a good deal of that question of the trade union rate of wages. May I define what is commonly called a trade union rate in this way, namely, that it is, not necessarily the rate which the trade union would desire their men to receive, but the rate at which they allow their men to work?—That is so.

256. In a very large number of cases in the particular trade, it is the result of agreement between masters and men?—In the great majority of instances.

257. In regard to the question on which I understand you base your position, that is the conditions of the contract which the War Office issue to their contractors; I mean the conditions of the contract in regard to this question of fair wages?—The conditions, I believe, are set forth in advertisement that the successful tenderer is expected to pay the recognishd wages of the district in which the work is located.

258. I will read the words. It is the condition which is inserted in each War Office contract for works: "The wages paid in the execution of this contract shall be those generally accepted and current in each trade for competent workmen in the district where the work is carried out." It is on that, I understand, that you base your claim in regard to a place like Plymouth, that whatever may be the current rate in the particular district shall be paid to the men?—That is our claim.

259. I understand your position (correct me if I am wrong), taking the case that was given you of Devonport and Plymouth, practically contiguous places, in one case the recognised current rate is 6*d.* and in the other it is 6½*d.* I understand your position to be this, that if Messrs. Crockrill, who are the people in question, in the ordinary course of their business employ a certain number of men to whom they pay 6*d.* in Devonport, if they take a contract in Plymouth and these men habitually employed by them are employed on that job, you would not raise the question of the Plymouth rate against the Devonport rate?—I do not think we should. I do not think the question would be raised in a case of this kind.

260. Except as regards walking time?—That would have to be allowed, the men having to journey from Devonport into Plymouth to the job there; that would about cover the difference between the rate of wages paid. It would not be worth while to raise any question upon that.

261. If Messrs. Crockrill (I take them as their case has been raised) were to take a contract in Plymouth, and were to import into Plymouth men who are not in the ordinary way habitually employed by them, and then bring them from Devonport in order that they should be able to pay 6*d.* instead of 6½*d.*, that you would consider a breach of the Resolution?—We should; a distinct breach.

262. You spoke just now of a rate drawn up and recognised by the master builders as between the others?—Yes.

263. Is that for the whole of the country or London alone?—It takes in the whole of England, Ireland, Scotland, and Wales.

264. I understand you are not in a position to produce a copy of that?—No, I have not one: in fact I should not be supplied with one.

265. In regard to the question, which was raised once or twice by other members, of the bringing in the Labour Department in regard to these matters, and sending down an official to examine into the case at once when any complaint arises, I understand that in the trade union you represent you sent four cases of complaint to the War Office last year?—Yes.

266. Do you think that if you had knowledge that these matters would be inquired into with rapidity during the course of the contract that you would have more cases to send?—I do not think we should, because we should be just as careful then in lodging a complaint as we are now, and I think that in time the thing would become less prevalent, and that as a result there would be less complaints lodged by force of the employers complying with the terms of the agreement by paying the proper rate of wage, knowing that an inquiry would be made promptly.

267. They would be more likely to pay the current recognised rate because they would know if they did not the matter would be brought

Mr. *Sydney Buxton*—continued.

brought to the attention of the proper authorities, and they would be forced to do it?—Yes.

268. Therefore, the expense of thousands of officers being sent down to different parts of the country to inquire into these cases would not arise?—No, there would be plenty in the first instance, but they would die out.

269. As I understand you think that would not involve a great number of inquiries?—No. We should be just as careful in not making any complaint without good reason for doing so, and, I believe, more so. If we put the Board of Trade to the trouble of sending an official down and he found there was no reasonable complaint we should expect that we should not get attended to a second time.

270. If it did involve the sending of an official I understood you to say there would be many less complaints, because you would be better paid?—Yes.

271. You would have men better paid and have better workmen?—Yes.

272. You have been asked, I think, by Sir Arthur Forwood in reference to those whom you represent. I understand you come here merely as representing one union. There are many unions of painters and decorators and builders?—That is so.

273. And in certain parts your unions (take them all together) represent the majority of the men employed, though not in London?—Yes except London.

274. I also understand you to say that the reason you have brought these three cases before the attention of the Committee is, that they are on more recent information, and, therefore, the most in your mind?—Yes.

275. You had other cases, but as they were not sufficiently recent in your mind you did not want to bring them before the Committee?—Yes.

276. One of the conditions of the War Office contract is that this notice in regard to the Resolution, and the definition of it by the War Office, should be put up on all the jobs publicly. Is that done, do you know; put up publicly so that the workmen could see it?—I do not know.

277. Do you think it is a good thing that it should be publicly exposed?—I do; it should be announced.

Mr. JOHN LINDSAY, called in; and Examined.

Mr. *Sydney Buxton.*

278. WHAT do you represent?—I represent the London United Society of Drillers: Iron Drillers.

279. You have, practically, as I understand, three cases of what I may call manufacturers of machinery which we will deal with, and also another case of Messrs. Thorneycroft, the torpedo boat makers. I think I had better take the machinery ones separately, as they are on a separate basis. Will you give us the case which you first wish to bring forward, that of Messrs. Penn?—In 1893 it was reported to us that they were not paying the current rate of wages to their hand drillers in the boiler shop and throughout the whole of the fitting shop. I was instructed to write to Mr. John Penn, which I did, and I received no reply. Afterwards I was instructed to write to the Admiralty, or rather to Mr. Sydney Buxton, seeing we had branches in Poplar, laying the complaint against this particular firm and the others before the Admiralty, and this is the reply I received: "31st August, 1894. Sir,—Respecting the rates of pay of certain classes of workmen employed by firms in the London district, I am commanded by my Lords Commissioners of the Admiralty to inform you that as the result of careful inquiries which have been instituted, they find that no such standard rate of wages as the House of Commons Resolution contemplates appears to exist in the trades of hammer-men and drillers. 2. In these circumstances my Lords have come to the conclusion that no breach of the Resolution has been committed by Messrs. Penn and Sons, Maudslay, Sons, and Field, and Humphrys, Tennant, and Company, Thorneycroft and Company, and Yarrow and Company, in regard to the rate of wages paid to the classes of workmen referred to." Afterwards I was instructed to write up to the Admiralty again, and supply them with a list of firms that paid the current rate of wages in the district, which I did. Then again we received another letter in reference to this matter, and it is dated 24th April 1895: "Sir,—I am commanded by my Lord Commissioners of the Admiralty to acquaint you that they have communicated with Messrs. Penn and Sons, Messrs. Maudslay & Co., and Messrs. Humphrys, Tennant, & Co. on the subject of your letter of the 31st January last with regard to the rates of wages paid by those firms, and I am to add that when their replies have been received the matter will have most careful consideration." That was the whole correspondence we had to that date with reference to those particular firms; they are paying no better rate to-day. To-day we are in exactly the same position with reference to Messrs. Penn's shop. To the hand drillers in the boiler department they pay one 28*s.* a week; three they pay 26*s.* a week; and the remainder 23*s.* and 24*s.* a week; and the current rate in the London district, boiler shops alone, is 5*s.* a day, 30*s.* a week.

Mr. *Sydney Buxton*—continued.

Mr. *Austin.*

280. For how many hours?—Fifty-four hours; in one instance, one firm in particular, they pay us that rate on the eight hours a day or 48 hours' week.

Mr. *Sydney Buxton.*

281. You are practically, as I understand, taking the three cases of Messrs. Humphrys, Tennant, & Co.; Messrs. Maudslay, Sons and Field, and Messrs. Penn and Sons, together. Can you state the rates that are actually paid by these three firms at the present moment?—I stated

Mr. *Sydney Buxton*—continued.

stated the rates paid by Messrs. Penn and Sons. Now I will state Messrs. Humphrys'. The hand-drillers in Messrs. Humphrys' boiler shop are paid one guinea per week; the machine drillers in the boiler shop, 22*s.* to 24*s.* per week; in the fitting shop, hand drillers, 1*l.* 4*s.*, machine drillers, 1*l.* 4*s.* There are three machine drillers get 1*l.* 1*s.*, and there are three get 1*l.* 7*s.* With regard to Messrs. Maudslay, in their boiler department they pay the drillers 26*s.* a week of 54 hours. Previously to our writing to the Admiralty with reference to these complaints, we approached Messrs. Maudslay, Sons, and Field, in September 1890, for this 5*s.* per day. Then the result of our approaching them was that they absolutely refused to consider our application; we were only having 24*s.* a week at that time. The men refused to work any longer under those conditions, and after being out some time the question was compromised by increasing the men's wages 2*s.* per week; allowing them to work piecework to earn a rate of 39*s.* per week, which was time and a-half of the 26*s.* rate.

282. What is their rate now?—Still the 26*s.*, and the piecework has been done away with.

283. That is at Maudslay's?—Yes.

284. You have stated the rate they are receiving; can you state what you consider the current rate is?—Five shillings per day.

285. Can you state what firms are paying those rates?—Yes; the difficulty that we had with the Admiralty is this: those three particular firms take up the position that they are in a particular district, in Deptford, and that they ought to have a particular district rate for themselves.

286. Which firms?—Messrs. Penn and Sons, Messrs. Maudslay, Sons, and Field, and Messrs. Humphrys, Tennant, & Co. They say they ought to have a particular district rate to suit themselves. The majority of firms, and it is the majority of firms in London, pay the drillers 5*s.* per day. I will give the names of the firms that do so, that I have supplied to the Admiralty previously. The Thames Ironworks and Shipbuilding Company, which practically does the same class of work as Messrs. Penn, Messrs. Humphrys, and Messrs. Maudslay, whether it is boiler work or engine work, with the exception that they are not on the Admiralty list to the extent of the horse-power that Penn's and Humphrys' and Maudslays may be.

287. Is it not so that they now are?—I think there is a limit to the horse-power, unless it has been altered lately. That firm pays the drillers from one end of the year to the other 5*s.* a day for the 48 hours' week. Messrs. Youngs, at Blackwall; they are boilermakers and engineers, and they pay the drillers to-day 5*s.* per day and a 48 hours' week. Messrs. Robinson, at Bow Creek, Old Canning Town; they are shipbuilders; they pay the drillers 5*s.* per day. Fraser and Fraser, boilermakers, Bromley, pay the drillers 5*s.* per day. Hunter and English, they are at Bow, engineers, pay the drillers 5*s.* a day. Messrs. Stewart, of Blackwall, pay the drillers 5*s.* per day. The Union Lighterage

Mr. *Sydney Buxton*—continued.

Company, Orchard Wharf, Blackwall, pay 5*s.* Messrs. Matthew T. Shaw & Co., and Messrs. Rennie, at Greenwich, pay 5*s.*

288. In your opinion, as representing the drillers here, the current rate is 5*s.*?—Yes.

289. And that is paid by a large number of firms of the first standing?—Yes. In addition to that, when the County Council instituted this schedule rate of wages to be paid by contractors, we convinced the London County Council that this was the rate of wages paid the drillers, and they inserted it in the schedule for a 54 hours' week.

290. Will you state what reason the Admiralty have given for not meeting the views of your society?—Not otherwise than what is contained in this correspondence. I could only repeat from what I have heard on deputations that I have attended, that one reason that was given was that it was more fairly continuous employment, and, therefore, they were not justified in going out of the way in paying anything more.

291. Do you mean more continuous, for instance, than Messrs. Yarrow or the Thames Ironworks?—That is what the firms replied, I am given to understand; but it is not so; it is no more continuous than Messrs. Yarrow, the Thames Ironworks, or any other Government work up and down the river.

292. This particular work on which they are employed is a particular contract covering a particular time, and, therefore, cannot be continuous?—That is so; but, on the other hand, there are private contracts outside the Admiralty work, but not probably lasting as long.

293. We are only dealing with Admiralty contracts?—That is so.

294. Just now you gave your experience with the Admiralty in regard to Messrs. Penn. Is there any other correspondence you want to put in in reference to Messrs. Maudslay, Sons, and Field, and Messrs. Humphrys, Tennant, & Co.?—No.

295. It is all covered by the same letters?—By the same letters. I should like to mention with reference to Messrs. Thornycroft, this correspondence covers them.

296. I think Messrs. Thornycroft stand in rather a different position. Just say in reference to your correspondence about these three firms, how long is the period covered by that correspondence?—Practically from 1893 to 1895.

297. Two years, substantially?—Yes, from April 1893.

298. In that time you have had, I think, personal interviews with representatives of the Admiralty about it?—Yes, I have; upon three occasions we attended with a deputation.

299. What has substantially been the answer of the Admiralty in regard to your contention that it is the current rate that is paid by other firms, but these firms do not pay it?—At the last interview we were given to understand, especially the drillers and the hammermen, that if we had any further evidence to submit to the Admiralty about these particular firms and any rates of wages, we were to do so, and it would be further inquired into. We did so, and supplied them with a list of the names I have mentioned

Mr. *Sydney Buxton*—continued.

mentioned here, and there has been nothing further done in the matter up to the present.

300. When was that particular letter written, do you remember?—I cannot just give the exact date.

301. Was that in 1895?—Earl Spencer received the deputation.

302. Somewhere about April 1895?—I think it would be so.

303. I understand your position with regard to these four firms is this: You consider, as Government contractors, they ought to pay 5*s.*, and you have represented this to the Admiralty, and the Admiralty have taken no action in the matter?—No, they have levelled the wages down until, I believe, in the case of Messrs. Penn, it is considerably less instead of better than the rates I have quoted. I believe it is even on the downward grade below what I have quoted.

304. Therefore, in your opinion, the spirit of the Fair Wages Resolution has been broken in regard to these firms?—That is so.

305. You say the correspondence has covered this considerable period. In your opinion, at whose door can the fault be laid that the matter took so long in being considered?—I should say myself it must be some fault of the Admiralty; it is no fault on our side; it must be the Admiralty's fault in taking so long to make inquiries.

306. But they had no objection to seeing the men who were representing the case, and seeing them personally?—No.

307. On the contrary, you said that three times they saw them?—Yes.

308. Can you submit to the Committee, in regard to the drillers, any general agreement there may be between masters and men governing their rate of wages?—Yes, but it is a difficult matter to submit any agreement that would apply to those three particular firms, inasmuch as they have claimed a special exemption on account of doing this special class of work. I have correspondence here from different employers who have increased our wages. I was going to submit this with reference to various employers who increased our wages from the 16th November 6*d.* a-day.

309. When was this?—1896.

310. Who are these employers?—These are from the Union Docks Lighterage Company, Messrs. Fletcher, Son, and Furnall, of Limehouse.

311. I understand that, practically, as regards the drillers, there is no signed agreement, or agreed-on rate, throughout London?—No, we have no printed agreement; our arrangements with the employers have been verbal. We have approached the employers, and the employers have granted us this 5*s.* a-day.

312. Your position would be, I take it, that these large firms that you have mentioned, who are recognised as large employers, and good employers, do recognise this as the current rate, and that these three firms in question ought also to recognise it?—Yes.

313. Have you had any complaints to make in regard to these firms, or other firms, as to any discrimination being made between unionists and non-unionists?—No.

Mr. *Sydney Buxton*—continued.

314. In your opinion, taking these particular cases, rather than general cases, do you think it would be a good thing if, instead of the particular department dealing with the question, that any occasion of complaint should be referred at once to the Labour Department, who would send down some official, cognisant with the question of wages, and so on, to examine into the matter?—Yes, I think it would be a very good thing.

315. Do you think time would be saved by so doing?—Yes, I think a considerable amount of time would be saved.

316. And greater satisfaction be given?—Yes.

317. You heard, I think, the evidence which Mr. Gibbs gave, and the question was raised more than once as to what was called the trade union rate; do you accept the definition which I endeavoured to give to Mr. Gibbs, and which he accepted, namely, that the so-called trade union rate is not necessarily the rate which the particular trade union would like their men to receive, but the rate at which they will allow their men to work?—Yes.

318. And it is, practically, the rate paid by the best employers?—Yes.

Sir *Charles Dilke.*

319. I understood you to give two different reasons why these firms said they could not pay the same rate as other people. The first one you gave I understood to be that they were in a different place; that is, they were in Deptford?—Yes, that is so.

320. Have you any letter or statement from them in which they express that view?—No, it is only what we have heard from the Admiralty, when we have attended the Admiralty on a deputation.

321. As a fact, the house-rent at Deptford is higher than it is in many other parts of London, is it not?—It is as high.

Mr. *Sydney Buxton.*

322. Are all these three in Deptford?—Two are in Deptford and the third in Greenwich; Maudslay's just a little higher up the river.

Sir *Charles Dilke.*

323. There is no ground, in your view, for making a distinction between that part of London and other parts of London?—No.

Mr. *Banbury.*

324. I understand that Messrs. Penn and Sons, Messrs. Maudslay, Sons, and Field, and Messrs. Humphrys, Tennant, & Co., do not pay what you consider proper wages, and that the list which you have given, namely, the Thames Iron and Shipbuilding Company, Messrs. Young, Messrs. Robinson, Messrs. Fraser and Fraser, Messrs. Stewart, and Messrs. Yarrow do?—Yes.

325. I presume that Messrs. Penn and Sons, Messrs. Maudslay, Sons, & Field, and Messrs. Humphrys, Tennant, and Co., do a very different class of work to the firms which you have mentioned?—No, the Thames Iron Works and Shipbuilding Company in their boiler shop build exactly the same class of boilers, the tubular boilers,

Mr. *Banbury*—continued.

boilers, only under a different patent. Messrs. Yarrow build in their boiler shop exactly the same class of boiler on a different patent; Messrs. Yarrow's patent.

326. What do you say as to the other four firms?—Those are firms not on the Admiralty list.

327. Are they large firms?—Pretty large firms. There are about 10 or 12 drillers employed by Messrs. Fraser and Fraser.

328. Nothing like Messrs. Maudslay, Sons, and Field?—No.

329. In this particular instance the three principal firms pay wages different from the three or four smaller firms you have given, except the Thames Iron Works and Shipbuilding Company, and Messrs. Yarrow?—No, I have quoted about 11 or 12 firms, and you have only given me two.

330. The firms that you have quoted, the Thames Iron Works and Shipbuilding Company, and Messrs. Yarrow, are practically the only people that are in anything like as large a position as Messrs. Penn and Sons, Messrs. Maudslay, Sons, and Field, and Messrs. Humphrys, Tennant and Co.?—And Youngs. The other firms are not so large as those firms, certainly.

331. Then according to this the majority, Messrs. Penn and Sons, Messrs. Maudslay, Sons, and Field, Messrs. Humphrys, Tennant and Company, and the Thames Iron Works and Shipbuilding Company and Messrs. Yarrow; there are five; these have, practically, an identical standard of wages, and, therefore, according to the Resolution of the House of Commons that would be the recognised wages, they being in the majority?—No, they do not pay an equal rate of wages. There is no firm pays the exact wage that the other pays. That is not correct.

332. My point is this: that the Fair Wages Resolution of the House of Commons said that the recognised wages should be paid. Now, if you have five firms, and out of those five firms only two pay the wages that you desire, how do you maintain that the wages paid by those two firms should be considered the recognised rate of wages?—I think you have only quoted two. I have given you twelve.

Chairman.

333. Supposing you take all the firms you have quoted, including the ones you complain of, and including those who you say are fair as employers, and take the total number of drillers employed by them, what proportion of drillers are employed by the set of employers of whom you complain, and what number of drillers are employed by the others; can you say that?—Yes.

334. Can you give us any figures?—I could, as near as possible. The Thames Iron Works would employ 100 drillers; Messrs. Yarrow, I suppose, would employ 20; that would be 120. Messrs. Maudslay, Sons, and Field, in their boiler department, I suppose, at the present time, employ between six and eight; in Messrs. Humphrys, Tennant & Co's. shop, I suppose there would be 30.

Mr. *Sydney Buxton.*

335. You spoke of the boiler shop at Messrs. Maudslays?—Yes, and I gave the boiler shop at Messrs. Humphrys.

Mr. *Powell-Williams.*

336. Let us have the total number of drillers. They have drillers outside the boiler shop?—I suppose there would be about 60 drillers employed altogether in those three shops, and there would be about 100 employed at the Thames Iron Works, from one end of the yard to the other. There are three at Messrs. Youngs now.

Mr. *Banbury.*

337. And how many do Messrs Penn employ?—I was asked to put the number together, and I said, roughly, about 60 altogether.

Mr. *Sydney Buxton.*

338. In the other eight shops that you mentioned, roughly?—Altogether, up and down the London river.

339. In these other shops that you mentioned?—I suppose it would be another 80 or 90, or probably more, employed by those eight shops. It is impossible for me to give you the figures correctly.

Mr. *Banbury.*

340. I do not, of course, dispute your statement, but I do not reconcile how, in answer to my question, you said these people were small people and not as large as Messrs. Penn, Messrs. Maudslay, and Messrs. Humphrys, and yet now you say they employ a very much larger number of men than Messrs. Penn, Messrs. Maudslay and Messrs. Humphrys?—That is taking the whole of the firms together.

341. I gather that these firms that you have mentioned are firms which are paying the trades union rate of wages?—Yes.

342. The difference is, that Messrs. Penn, Messrs. Maudslay, and Messrs. Humphrys, will not pay the trades union rate of wages?—They do not pay it. Our complaint is that they do not pay the current rate of wages in the London district.

Mr. *Austin.*

343. Is your society confined to London alone?—That is so.

344. How many men does it consist of?—We have between 400 and 500 members at the present time.

345. At those firms of which you complain, are there any society men at work?—Yes.

346. How many?—Somewhere about 60, I should say.

347. What proportion do they bear to the non-society men working in the same establishments?—I suppose they would be as near as possible half-and-half society and non-society men.

348. Regarding that correspondence which you read, did you pursue the subject further with the Admiralty?—Not since 1895.

349. Did those firms become aware that you were in communication with the Admiralty?—Yes.

Mr. *Austin*—continued.

Yes, because the Admiralty communicated with the firms.

350. Do you know whether there was any inquiry into it?—According to the letters we received from the Admiralty, the Admiralty said they had inquired into it.

Mr. *Maclean.*

351. May I ask you if there is any firm in the Deptford district that pays what you call the trade union rate of charges?—There are Messrs. Rennie, at Greenwich.

352. They are not a large firm compared with these three?—No.

353. These three firms that you gave are really the principal contractors to the Admiralty?—Yes.

354. They do an immense amount of work compared with the other firms you mentioned?—Yes.

355. Do you represent here the grievances of any of the workpeople employed by these firms?—Yes.

356. They have requested you to come forward and make the complaints on their account?—That is so.

357. Have these firms ever had any difficulty in obtaining as large a number of workpeople as they want to do their work?—Not that I am aware of.

358. You want to fix a uniform rate of wages for the whole of the London districts?—I do not want to fix it; I want those firms to pay exactly the same rate of wages that other firms are paying in the London districts.

359. The London district is a very big term, it covers an immense area. There is no firm within the Deptford district that seriously competes with them or attempts to give higher wages?—There is nobody outside the Thames Ironworks can compete with them, for the simple reason that I do not think they are on the Admiralty List. That is the difficulty.

360. Where are the Thames Ironworks?—On the opposite side of the water, at Blackwall.

361. They are not in the Deptford district?—No, upon the opposite side of the river.

362. Do you not think these people ought to be the best judges of what is the rate of wages for their own district, the employers of the workpeople there. Why should they be brought into a London district covering the whole area of the River Thames?—For the simple reason that it costs quite as much to live in Deptford as it does in Blackwall, and we have to pay quite as much rent.

363. That is their consideration, is it not?—That is our consideration too. Apparently they have not considered it, otherwise, I take it, they would pay it.

Mr. *Morrison.*

364. What ground have you for saying that the rents in Deptford are as high as they are in London?—Only from our members. I take it, it takes 4*s.* and 4*s.* 6*d.* a week to pay rent, and coal is quite as expensive as it is at the other side of the water in Blackwall.

365. You would not agree with me then, I presume, in saying that rents in Deptford are

Mr. *Morrison*—continued.

considerably less than one-half of those paid in London. You would not agree with me in that statement?—I do not know for a positive fact, and I cannot say.

366. You do not, I suppose, happen to know Rectory Buildings in Deptford, which is a large model dwelling-house containing a great number of persons?—No; I might know it if you mentioned the street; probably I would know.

367. You are too young to recollect when the Deptford Dockyard was shut up?—Yes.

368. Would you agree with me that in consequence of the suppression of the Dockyard, there were a great number of houses left vacant, and consequently rents went down very greatly at Deptford, and they have continued very low ever since. You would not agree with that?—I cannot dispute it for the simple reason that I do not know anything as to it. It is no good my saying I do.

Mr. *Powell-Williams.*

369. Do you live in London?—Yes.

370. Would you tell me how you account for the fact that these three firms are able to get men if they are not paying the current rate?—The only reason I can give is that they work to make the wages pay to 8 and 9 o'clock at night overtime.

371. The honourable Member for Poplar put it to you that the trades union rate, so-called, was the rate at which the unions would allow their men to work. You assented to that, I think?—Yes.

372. Are there not men employed by these three firms who are in your union?—Yes.

373. How is it that you allow them to work?—For the simple reason that we believe in keeping them there and levelling the rates up to the 5*s.* a day; and we recognise this fact, that if we brought our members away from those shops we have no opportunity of putting the case before the Admiralty.

374. Is it not rather difficult for the First Lord of the Admiralty, or any body acting in such a case, to maintain that these firms are not paying current rates to drillers when a considerable proportion of them are trades union men, and the unions allow them to remain?—I do not see that there ought to be any difficulty in that, in so far as this, if we can convince the Admiralty that the majority of other firms in London are paying these rates, then I think, myself, the Admiralty ought to compel those other three firms to pay the recognised rate.

Mr. *Austin.*

375. Do the union men get more than the non-union men?—In many instances.

Mr. *Powell-Williams.*

376. What is the proportion of union men and non-union men in these three firms?—In some of the shops?

377. I want to know the proportion?—I could not give you the exact number.

378. Of the drillers, whose numbers you know pretty well, what is the proportion of them that are union men—I suppose it would be as nearly as

Mr. *Powell-Williams*—continued.

as may be half-and-half in Humphry's and Penn's, but in Maudslay's boiler shop they are all our drillers.

379. Why do you distinguish between the boiler shop at Maudslay's and any other portion of the works there?—There are different departments; the boiler department, and the engineering department.

380. Everybody knows that there is drilling and rivetting done quite outside boiler work. Does your union apply to rivetters who would be making the frames of bridge-work, and all that sort of work?—Drillers are employed in ship work, and in the iron and steel industry.

381. How many drillers and rivetters do you suppose Messrs. Maudslay have got, not confining yourself to the boiler shop?—I do not know how many rivetters they have got. There are eight drillers in Maudslay's.

382. That is in the boiler shop?—Yes.

383. I want it altogether?—I could not say.

384. Can you give us a guess; is it 100?—No, I could not give a guess.

385. Should I be wrong in taking 100?—It is not as many as that.

386. Is any considerable portion of them in your trade union?—In Maudslay's shop they are all our members; in Humphry's probably there would be half of them belonging to us; in Penn's there might be a little more or less; I cannot say exactly.

387. Is it not this, that although like everybody else, they are very anxious if they can to get more wages and more money, they are still contented to go along as they are?—No, they are not contented.

388. They do go along, at any rate?—Yes, and we go along with them.

389. You say that Messrs. Maudslay are not paying the current rate?—I do.

390. Put yourself in the position of somebody outside who had to adjudicate on the Fair Wages Resolution, and to say: "Can we compel these firms to pay more wages than they are paying now?" would you not find it rather difficult to say that you could compel them, under all the circumstances which you have just disclosed?—No, certainly not. If I can prove to the Admiralty that the majority of firms are paying the current rate of wages in the London district, then why should those three particular firms, seeing there is this majority who pay it, be allowed to evade it.

391. I have an acquaintance with rivetting work and drilling, and so on. Does your union apply not only to drillers but to rivetters?—No, only to drillers.

392. Hand drillers?—Hand and machine drillers.

393. How many men are there in your union?—I should say very nearly 500 in the London district.

394. How many of them are employed by these three firms?—In proportion there is a small number.

395. Of the 500 how many are employed by these three firms; half of them?—No, there are about 60 I take it.

396. Do not confine yourself to the boiler shop. Take all the shops in the establishments

Mr. *Powell-Williams*—continued.

of these three?—In those shops I take it there are 60 of our members working.

397. Sixty out of 500?—Yes.

398. Not more?—Not more.

Mr. *Sydney Buxton.*

399. Out of the odd 440 which are employed in other London firms, are the bulk of them getting the 5*s.*?—We get the 5*s.* a day everywhere up and down the London river, with the exception of those three firms, and Messrs. Thornycroft.

400. When, in reply to Mr. Banbury just now, you gave us the number of drillers in the different firms, and you gave us the names of 11 firms in which you thought, in round figures, the number of men employed were 200; may I take it from you that there are also a large number of other firms who also pay the recognised rate?—Yes.

401. Those 11 firms do not exhaust the list?—No, there are other firms I could refer to, paying drillers to-day since the 16th November 1896, 5*s.* 6*d.* a day for eight hours.

402. Could you give the names of any other firms except these three we have been discussing who do not pay the recognised rate of wages in any large way of business?—No.

403. As I understand, the contention of these firms is, that living in Deptford they ought to pay a lower rate than those firms which are more in the centre of London. Are you aware that in the building trade there is a recognised rate which extends 12 miles round from Charing Cross?—Yes.

404. Has that worked satisfactorily so far as you know?—Yes.

405. That is a rate recognised by masters and men?—Yes.

406. That would include Deptford?—Yes.

407. I understand as regards the question of arriving at the information which you have laid before the Committee, in order to settle a difference of opinion that may arise between the men and the Admiralty, you think it would be more expeditious and more satisfactory if some official could be applied to who would not only inquire at once, but would have some knowledge as regards rates of wages, and so on?—Yes.

408. Did you read the evidence which was given by the Admiralty in regard to the mode they took of inquiring into these cases?—No.

409. You are not aware that it went through a great many hands before the inquiry could be practically made?—No.

Mr. *Maclean.*

410. Are the men in your union who are employed by these other firms outside Deptford regularly employed as a rule?—Yes.

411. Do they get really better wages than are paid at Deptford?—Yes.

412. They are in constant regular employment all the year round?—Yes.

413. Their condition is really better than that of the men employed by these three particular firms?—That is so.

414. How

Mr. *Aird.*

414. How much of the work is done piece-work?—Very little to my knowledge in those three firms.

415. Might it not solve the difficulty if more was done on piece-work?—Then we should want the current rate of wages instituted.

416. Probably it would lessen the difficulty?—Probably, but it would not do away with the fact that the current rate of wages was not paid.

417. Still, it would lessen the difficulty?—Yes.

Mr. *Banbury.*

418. In reply to my question as to the number of men employed in the three firms, and other firms, you told me there were 600 and 200, and in answer to Mr. Powell-Williams you said 60 were members of your union. Are the 200 members of your union?—There are about 60 members of our union employed in those three shops.

419. The other firms employ 400; are they members of your union?—Yes.

420. Are there any non-union men employed in the other firms?—In those three firms there are, as I explained.

421. Not in the others?—There may be an odd one or two. There may be more, or there may be none.

422. Do you know how many non-union men are employed in the three firms?—No, I could not give it.

423. When I said that the three firms, Messrs. Penn, Messrs. Maudslay, and Messrs. Humphrys were larger than the other firms, you said, Well, the three firms only employ 60, and the other firms employ 200?—Probably more.

424. It now appears that the three firms employ non-union men, in addition to the 60 union men?—Yes.

425. The 60 men are no criterion of the size of the three firms, because you do not know how many more non-union men are employed; they might employ 200?—No, I give it to be equal; as nearly as possible half-and-half. It might be less.

426. That would be about 120 to 200?—Yes.

Mr. *Sydney Buxton.*

427. I understood you, in giving these figures, to place them on the same basis, namely, of distinguishing between the boiler shop and the other part of the work?—Yes; and I said I could not give the figures correctly. Neither could I.

428. Therefore, the proportions of 60 and 200 hold in regard to the drillers employed in the particular class of work?—Yes.

429. Now in reference to the case of Messrs. Thornycroft, will you kindly state, as shortly as you can, the nature of the complaint, the date of the complaint, and your correspondence with the Admiralty?—In 1893 we first wrote with reference to Messrs. Thornycroft. I might say, before I go further into the matter, since the question was first raised conditions have improved at Messrs. Thornycroft's for the drillers; but they are not levelled up yet.

Mr. *Sydney Buxton*—continued.

430. Just state first where Messrs. Thornycroft's works are?—Chiswick.

431. How far should you say that is from Charing Cross?—I should say about eight or nine miles. I wrote in November 1893, and this is the reply that we received from the Admiralty in reference to Messrs. Thornycroft, dated the 24th November 1893. "Sir,—With reference to your letter of the 6th September last, stating that Messrs. Thornycroft & Co. torpedo boat builders of Chiswick do not pay the current rates of wages, 5*s.* per day of nine hours to their drillers, I am commanded by my Lords Commissioners of the Admiralty to request, that you will state the names of firms doing very light work, such as torpedo boats, who are paying the rate above mentioned, or state what evidence you can furnish as to current rates for drillers in the London district for such exceptional light work." In reply to that I acquainted the Admiralty that Messrs. Yarrow at the other end of the river, doing exactly the same class of work, paid the current rate of wages in the district.

432. That is the 5*d.* you have spoken of?—Yes. In reply to that we received this letter dated the 30th April 1894. "Sir,—With reference to your letter of the 4th instant, stating that Messrs. Thornycroft and Co., of Chiswick, pay their hand-drillers rates below the current one of 5*s.* per day of nine hours, I am commanded by my Lords Commissioners of the Admiralty to acquaint you, for the information of your Committee, that the points raised in your letters of the 6th September and the 28th November last having been the subject of consideration and inquiry, my Lords have come to the conclusion that there is not sufficient evidence to support the allegation that Messrs. Thornycroft have committed a breach of the Resolution of the House of Commons of the 13th February 1891, in regard to the subletting of contracts, and the current rates of wages by contractors." We never raised the question of sub-contracting at all. As a fact, we are not aware that any such thing has happened at Messrs. Thornycroft's, and the only question we ever raised was in reference to the contractor. When we showed to the Admiralty that Messrs. Yarrow had exactly the same class of work and were paying the drillers 5*s.* a day, there was no further notice taken of it.

433. Is that the whole of the correspondence?—It is. In these other letters they mention Messrs. Thornycroft.

434. Was the position taken by Messrs. Thornycroft the same as that taken by these other firms, namely, that they were not really in the London district?—No, they pay their engineers the current rate of wages; they pay their carpenters and joiners the current rate of wages; they pay all the mechanics the current rate of wages up at Chiswick.

435. I will just ask you on that, did any of these other firms to which you refer, as far as you know, pay for any other class of work the current wage?—Yes, Messrs. Yarrow pay it.

436. I am going back for the moment to Messrs. Maudslay, Messrs. Penn, and Messrs. Humphrys. Do they pay for any class of work

Mr. *Sydney Buxton*—continued.

work apart from the drillers the recognised rate within your knowledge?—Within my knowledge I think there is a difference of somewhere about 2*s.* per week only.

437. I understand you to say, as regards Messrs. Thornycroft, they do pay for these particular classes of work to which you have referred the recognised rate, but in the case of drillers they do not?—That is so.

438. Therefore, as regards certain classes of work, they recognise the rate paid throughout London; and therefore, by implication, assume they are in the London district; while with regard to the drillers, they do not do so?—That is so. The reason they gave that they did not pay 5*s.* per day was that it was such an exceptionally light class of work, and I proved to the Admiralty that it is a positive fact that Messrs. Yarrow paid for the same class of work 5*s.* a day, and we heard nothing more of the matter.

Mr. *Powell-Williams.*

439. What plates are they drilling?—They drill the stem and the keel.

440. What is the thickness of the plate?—I suppose it would be quarter-inch, some not much heavier.

441. That is very light work?—That is very light work, with the exception of the particular torpedo boats they built for the Argentine Republic, and they had armour plates all round.

Mr. *Sydney Buxton.*

442. Your statement is that Messrs. Yarrow, who are also torpedo boat makers, have in the course of their business the same class of work, and they pay 5*s.*, the recognised rate?—Yes, and the Thames Ironworks built the "Zebra," another torpedo boat, at 5*s.* a day. Messrs. Maudslay built the boilers for her, and paid the drillers 26*s.* There are two Government contractors with only the river separating them, and one pays 26*s.* a week and the other 5*s.* a day.

Chairman.

443. This correspondence was in 1893, and nothing has passed since. Have you approached them since then?—The other letters cover Messrs. Thornycroft. When we wrote in reference to these matters we included the whole of the four firms.

Mr. *Sydney Buxton.*

444. I take it, you did not correspond any further because you gave it up as a bad job?—Yes. There is Messrs. Edwards that I should like to bring before you. Messrs. Edwards, of Millwall, have two Government lifting lighters to build, composites. They have never employed more than one driller. Since they have got these two orders they have asked for six or eight more men. I was instructed to go and interview the manager and ask him to pay the current rate of wages of the district. He was paying 6*d.* a day below. Of course, he said they would consider the matter. They did consider the matter, and the only member belonging to our society working in that yard was discharged on the following Saturday as the result of my interview with the manager.

Mr. *Powell-Williams.*

445. Has he got a Government contract?—Yes, two Government lighters.

446. Have you made any complaint?—Not yet; it was only on the 6th of this month.

Thursday, 25th March 1897.

MEMBERS PRESENT:

Mr. Aird.
Mr. Allison.
Mr. Austin.
Mr. Broadhurst.
Mr. Sydney Buxton.
Sir Charles Dilke.
Mr. Morrison.
Sir Matthew White Ridley.
Sir Albert Rollit.
Mr. Powell-Williams.

SIR MATTHEW WHITE RIDLEY, BART., IN THE CHAIR.

Mr. FREDERICK LAKE, called in; and Examined.

Mr. *Sydney Buxton.*

447. WHAT society do you represent?—I am Secretary of the Amalgamated Society of House Painters and Decorators in Plymouth, the Plymouth branch.

448. The first case I will ask you about is that of the Elphinstone Citadel and Millbay Barracks, Plymouth; what is the nature of the complaint you made there?—That the contractor was not paying the current rate of wages.

449. What is the name of the contractor?—Mr. Crockerill.

450. Where is his place of business?—Richmond-walk, Devonport.

451. And at Portsmouth too?—Yes.

452. What is the Department concerned?—The War Department.

453. Will you now state the nature of your communication with the War Department?—Would you wish me to read all the letters?

454. If you have got any official letter, will you just state the nature of it?—This is my letter to the Director of Army Contracts of September the 15th, 1896: "Sir,—By resolution at meeting of the above, I am instructed to inform you that Mr. Crockerill, contractor, &c., Richmond-walk, Devonport, is evading the Resolution of the House of Commons by not paying the union rate of wages to the painters employed at the Elphinstone Citadel and Millbay Barracks." Then the reply to that communication from the Director of Army Contracts is this: "War Office, Pall Mall, 19th September 1896,—In reference to your letter of the 15th instant relative to the rate of wages paid to painters by Mr. Crockerill, contractor for artificers' work at Plymouth, I am directed by the Secretary of State for War to inform you that if it is contended that the contractor is not paying the current rate of wages, particulars should be given as to what wages the contractor is paying, and to whom. It should also be stated what is regarded as the current rate of wages in the district."

455. What is the reply to that?—23rd September 1896: "In answer to your letter of the 19th inst., *re* the complaint made against Mr. Crockerill, I am instructed to inform you that the current rate of wages for painters in Plymouth is 6½*d.* per hour, and we are given to understand that the highest wages paid to painters by Mr. Crockerill is 6*d.* per hour. Two men by the names of Butler and Weeks told some of our members that 6*d.* per hour was the money they were paid, and another man by the name of Levi said he was only getting 4½*d.* per hour."

Mr. *Sydney Buxton*—continued.

456. What is the answer to that?—The 22nd October 1896.

457. Your communication was on the 23rd September?—The 23rd September.

458. This was a month later?—This letter was on the 22nd October 1896. "Sir,—I am directed by the Secretary of State for War to acquaint you, in reference to your letter of 23rd ultimo, that inquiry has been made, and it does not appear that the contractor has infringed the conditions of his contract, as 6*d.* per hour appears to be the rate current in the district. With regard to the lower rate mentioned in your letter, it is reported that the workman in this case was a labourer employed as a scrubber at one pound per week." I may say that the man referred to there is prepared to say that he was doing painters' work at that time.

459. Did you have any further correspondence with the Department?—Yes; on October 27th I wrote: "Sir,—By resolution at meeting of the above, I was instructed to reply to your letter of the 22nd inst., and to send you the names of Messrs. Pethick Bros., Hill and Lester, Marshall and Shellabear, who pay 6½*d.* per hour to the painters employed by them, which is the standard rate of wages in the district."

460. Was there any reply to that from the War Office?—Yes, on the 2nd November 1896: "Sir,—I am directed by the Secretary of State for War to acknowledge receipt of your letter of the 27th ultimo relative to the standard rate per hour paid to painters in your district."

461. Is that all the letter?—Yes.

462. What is the next letter?—The next letter from the War Office is 26th January 1897: "Sir,—with reference to the correspondence on the subject of the rate of wages paid to painters

Mr. *Sydney Buxton*—continued.

painters by Mr. J. Crookerill, contractor for painting at Elphinstone Citadel and Millbay Barracks, Plymouth, I am directed by the Secretary of State for War to acquaint you that after an inquiry it does not appear that the contractor has infringed the conditions of his contract."

463. That is the final correspondence in regard to that case?—Yes.

464. That correspondence covered, practically a period of four months?—Yes, four months.

465. Now, I understand you to contest the contention of the contractor and of the War Office that 6*d.* is the recognised rate in Plymouth; is that so?—Yes.

Mr. *Powell-Williams.*

466. We do not say that; we say in Devonport; the contractor's place of business is in Devonport, is it not?—Yes.

Mr. *Sydney Buxton.*

467. Was this work in Devonport?—No, in Plymouth. The Elphinstone Citadel and Millbay Barracks are situated in Plymouth.

468. Your contention is that the recognised rate in Plymouth is 6½*d.*?—Sixpence-halfpenny per hour.

469. You have a little book in your hand; what is it?—The code of working rules for the Plymouth branch.

470. That is what Mr. Gibbs handed in, I think, on the last occasion; under that the recognised rate is 6½*d.* an hour?—Yes.

471. And the War Office, as I understand from their correspondence, contest that position, and say it is only 6*d.*?—According to their answer.

472. Are you aware of the terms of the conditions of the contract which the War Office issue to their contractors?—I understand that a clause is always inserted that they must not evade the Fair Wages Resolution of the House of Commons.

473. Are you aware that the words in each contract are as follows: "The wages paid in the execution of this contract shall be those generally accepted and current in each trade for competent workmen in the district where the work is carried out"?—Yes.

474. Upon that you base your complaint; you claim that where there is a current rate in Plymouth, where the work is in Plymouth, the Devonport rate shall not prevail, but the Plymouth rate?—Yes, we do contend that, because where the work is in Plymouth it should not be paid for at Devonport wages.

475. What the War Office say in their letter is this: "Inquiries have been made, and it does not appear that the contractor has infringed the conditions of his contract, as 6*d.* per hour appears to be the rate current in the district." That you contest; you say that the rate current in the district, that is, in Plymouth, is 6½*d.*, not 6*d.*?—Yes.

476. As regards that book which you have in your hand, and which has already been handed in, are they the rates generally recognised by other employers in Plymouth?—Yes, by all; practically speaking, by all.

477. Is this little book the agreement between the masters and the men that has been come to?—Yes, by mutual consent, though it was not signed.

478. When does it date from; do you know when it was drawn up last?—The 10th of April 1893.

479. Has it prevailed ever since in Plymouth?—Ever since. I may say with regard to that, that at the time that that rise of wages took place at Plymouth, the wages were 6*d.* per hour in Plymouth, and then we went in for 1*d.* an hour increase, and also sent notices to all the employers of painters and builders at Devonport as well; but the Devonport wages were then a halfpenny an hour less than in Plymouth, and the effect was to raise it, and a lot of men who were working in the shops in Devonport getting 6*d.* it raised to 6½*d.*

Sir *Charles Dilke.*

480. Would you explain what you mean; I do not quite follow you in what you have just said as to the effect of the rise on some of the Devonport men; how did they come to be raised?—When notices were sent to the employers in 1892 for an increase of wages to take place in April 1893, the Plymouth branch (there was no branch established then in Devonport) sent the notice to all the employers of painters in the three towns, and builders as well; contractors. The wages at Devonport then were 5½*d.* and 6*d.*, and we sent in for 7*d.* We obtained, by mutual consent from the employers, 6½*d.*, which was accepted. Then those men that were getting 6*d.* in Devonport, I mean the leading men in shops that do the writing and graining, and such work; they had 6½*d.*, and the others had 6*d.*

481. And that has continued?—That has continued; so that 6½*d.* is the rate really in Plymouth all round; but in Devonport it is 6*d.*, and a few of the leading men in the shops are getting 6½*d.*

Mr. *Sydney Buxton.*

482. Do you contend that all the other firms in Plymouth pay their men 6½*d.*?—As a rule.

483. When you say "as a rule," how far does that go?—All the largest employers pay 6 *d.* There are a few who do not; and go wherever you will, there are always a few who will not.

484. You say all the large employers pay 6½*d.*?—All the large employers.

485. Your contention is that it is therefore unfair, and would be likely to tend to the reduction of wages, if a Government contractor is allowed to import a man from another place and pay him at a lesser rate than that paid by his competitor in Plymouth?—Yes, I should think so.

486. The case you have been telling us about is that of the Elphinstone Citadel and Millbay Barracks at Plymouth; but you have also another case, that which was referred to by Mr. Gibbs the other day, of the Citadel Barracks in Plymouth. That, I understand, is also the case of Messrs. Crockerill's; is that so?—Yes.

487. That is a similar case to the other, is it not, namely, that they are not paying the current rate of wages?—That they are not paying the current rate.

488. They

Mr. *Sydney Buxton*—continued.

488. They are paying men working in Plymouth 6*d.* instead of 6½*d.* ?—Quite so.

489. I understand you have had some correspondence with the War Office ; wiil you just read your letters to them ?—I may say that in that case I have not corresponded with the War Office. Our general secretary, Mr. Gibbs, sent the correspondence on behalf of the Plymouth branch.

490. Have you anything special you wish to add to the evidence which Mr. Gibbs gave on the last occasion with regard to that particular case ?—No, I do not know that I can add anything.

491. Is it a similar case to the other ?—A similar case; only in the former case that was work done under the triennial contracts with the Government; but this is a special contract for pulling down and rebuilding a portion of the Citadel. That job is now on, and there are men there still working for 6*d.* an hour. I have got the names of some of the men who are working there.

492. That is to say, the War Office have not taken any action with regard to it?—That is a very recent occurrence.

493. What is the date of the letter, do you know, to the War Office; I understand Mr. Gibbs gave the 3rd of March ; was that the date ? —That would be about the date.

494. Will you take it as the 3rd of March ? —I should think that would be about the date.

495. At all events the War Office was communicated with at the beginning of March, and, so far, no action has been taken ?—No.

496. That is to say, the men there still receive 6*d.* an hour?—Yes. I may, perhaps, say why it was sent on to our general secretary to take up : we had written to our local Members, Sir Edward Clarke and Mr. Charles Harrison, and the War Office was written to——

497. At all events a correspondence has resulted ?—Yes.

498. There is a third case you want to give evidence upon, I understand ; that is, the Naval College at Keyham. What is the nature of the case there ; in the first place, what is the name of the contractor?—Messrs. Shellabear and Son.

499. Will you just state the nature of the case. You corresponded with the Admiralty, I believe, in regard to that case ?—Yes. On February 17th, 1897, I wrote : " Sir,—By resolution at meeting of the above, I am instructed to inform you that Messrs. Shellabear and Son, contractors, &c., for the Naval College, Keyham, are evading the Resolution of the House of Commons by sub-letting the painting, &c. ; one portion to Messrs. Widger and Company, and the other to Mr. Perraton." That was sent to the Admiralty on 17th February 1897, and also to the Superintendent Civil Engineer of the Dockyard at Devonport.

500. What was the reply ?—" 22nd February 1897. Sir,—I have laid before my Lords Commissioners of the Admiralty your letter of the 19th instant respecting a contract for Naval College at Keyham."

501. Merely a formal acknowledgement ?—Yes.

Mr. *Sydney Buxton*—continued.

502. Has any action been taken, do you know ?—I could not say.

503. Can you say no action has been taken ? —You may say that, because it has not come to a final conclusion. I expect now another complaint will be made, because we have got evidence that the sub-contractor is not paying the current rate of wages.

504. Will you just state your case with regard to the sub-letting in that case. Is it this practically : that some of the work is being sub-contracted for by the contractor, and the sub-contractor is not paying the recognised rate ?—No ; we have not complained of the wages.

505. It is not a question of wages ?—No.

506. It is the sub-letting ?—The sub-letting.

507. In what way has he sub-let ?—He has let off the work by contract ; he invited tenders from the master painters in Plymouth. Previously to that he had men working at his shop, members of our society, at the same work, giving it a first coat of paint before it went on the job.

508. Do you mean to say that in the ordinary course of his business he would have done this work himself, but that under the Government contract he has sub-let some of the work ?—Yes.

509. Do you consider that an infringement of the Fair Wages Resolution ?—Yes, of the Fair Wages Resolution.

510. And in antagonism to the terms of the Admiralty contracts, which prohibit sub-letting ? —Yes.

511. I will now put in a copy of the " National Association of Master Builders of Great Britain. Comparative statement showing the hours worked per week and the rate of wages per hour in the various branches of the building trade," which gives the rates recognised by the master builders throughout the country (*handing in the same*).

Mr. *Broadhurst.*

512. What do you think is the proportion of the painters in Plymouth working at 6½*d.*; would it be half of the painters at Plymouth who are getting 6½*d.* ?—I should say about three-quarters ; I should think so.

513. That would comprise the chief firms ?—Yes.

514. The firms who do probably the best decorative work ; the best class of work ?—Yes, as a rule.

Mr. *Austin.*

515. Has your society made any effort lately to raise the standard in Devonport to that of Plymouth ?—No.

Mr. *Aird.*

516. You spoke about the cases of complaint made to the Admiralty in respect to sub-letting. In what way do the men suffer if a sub-contractor does it, and pays the regular rate ?—None at all ; there was no complaint with regard to that. It was only evading the Resolution ; that was all.

517. Do the men suffer if a sub-contractor carries

Mr. *Aird*—continued.

carries out the work and pays the current rate?—Not in that case; not so far.

518. Is it not better that the general contractor should employ a local contractor to take a sub-contract than that he shocld import men from another district into the town?—We think so; but I am not quite sure that I understand your question.

519. You complained of it being let to a sub-contractor; is it not better for the local industry that it should be let to a sub-contractor in the town so as to avoid bringing men from a distance to do the work?—As a society we do not agree with sub-contracting,

520. I do not want to know about the society; but I want to ask you whether it is not better to employ a local painter, and to give him a sub-contract, and employ the workmen in the neighbourhood, rather than that the principal contractor should bring painters from another place into the neighbourhood to do the work?—Certainly.

Sir *Albert Rollit.*

521. I suppose you would regard it as better still that the principal contractor should himself do the work through local workmen (which is possible) rather than sub-contract?—Yes.

522. You object, on principle, to sub-contracting, I understand?—That is the point.

Mr. *Powell-Williams.*

523. You are aware that the Government Departments insist upon the contractor doing the work himself and not permitting sub-contracting?—We have always been given to understand that that clause is inserted in the tenders.

524. Do you live in Plymouth?—Yes.

525. How long has your society existed?—Twenty-one years.

526. I am told that in that period you have once or twice endeavoured to get a uniform rate for the three towns, have you not?—Yes.

527. And you did not succeed?—No, we have not succeeded as yet.

528. You dealt with the three towns as one district?—We always have.

Mr. *Sydney Buxton.*

529. When you say you have dealt with the three towns as one district, you mean as regards your union?—Yes.

530. But you have recognised that there have been different rates of wages?—Yes.

Mr. *Powell-Williams.*

531. Perhaps you did not understand my question. I asked whether you had not once or twice, during the existence of the society, endeavoured to get an uniform rate of wages applicable to the three towns?—Yes, that is true.

Mr. *Sydney Buxton.*

532. But I suppose your object has been to get an uniform rate equal to the highest rate; the rate paid in Plymouth?—Yes.

533. In regard to sub-contracting, I am not quite sure whether you understood what Mr. Aird asked you. Do I understand you to say that in this particular case of sub-letting, these men who are employed by the sub-contractor are more likely to be local men than if the principal contractor had employed the men directly?—In this case the sub-contractor and the principal contractor are both local men.

534. Therefore the question of the employment of local men does not arise?—No.

Sir *Albert Rollit.*

535. Can you tell me whether the rents of workmen's houses and dwellings are the same in the three towns?—I think it is just about one uniform rate; the rents are as high at Devonport as they are at Plymouth, I am sure.

536. And is the cost of living the same or different?—It is the same.

537. Are the rates the same?—They may vary a trifle; I am not prepared to say to what extent.

Mr. *Powell-Williams.*

538. I suppose you could throw a stone from Devonport to Plymouth?—No; Stonehouse divides them.

539. I should have said from Plymouth to Stonehouse you could throw a stone?—Yes.

Mr. *Morrison.*

540. Of course, you know the locality; is it not the fact, that Plymouth is the shopping town?—Yes, Plymouth is where the largest business is done.

541. You are aware that Plymouth is very nearly an island, so that building land is very scarce there. Do you know Millbay Pool?—I do.

542. Do you know the meadows going up to Plympton?—I do.

543. It is confined within a very small area. Are you aware therefore that, at Plymouth, building land is very expensive. Is it not the fact that, Stonehouse is the workmen's town of Plymouth?—No, not at all.

544. I mean the great mass of the people who work at Plymouth live in Stonehouse, do they not?—No, it is quite the opposite way. Plenty of marines live at Stonehouse, and outsiders.

25 *March* 1897.

Mr. GEORGE DEW, called in; and Examined.

Mr. *Sydney Buxton.*

545. YOU represent what society?—The Amalgamated Society of Carpenters and Joiners.

546. How long have you represented that society?—I have been a member of it for 22 years.

547. How long have you been its secretary?—I have acted in various capacities for the society during the greater portion of that time.

548. I have here several cases which you have given me; the first is the case of Aldershot; will you just give the name of the contractor, and state, shortly, the nature of the correspondence with the War Office in that case?—The complaint at Aldershot was against Messrs. Martin, Wells, and Company, who had the contract for the repair and maintenance of certain Government buildings in the Aldershot district, and the complaint was that they were paying carpenters and joiners one halfpenny less than the current rate of the district. The complaint was made on the 18th October 1894.

549. Have you got your letters there?—Yes. This is the answer to that complaint: "Sir, I am directed by Mr. Secretary Campbell-Bannerman to acknowledge the receipt of your letter of the 7th instant, on the subject of the wages paid at Aldershot to carpenters and joiners at the 1st Division Royal Engineer Yard, and to acquaint you that the matter is being inquired into, and that the subject has not been lost sight of." I may say that that was not in reply to the first letter which I mentioned, which was written on the 18th of October, but I sent a reminder, because I had received no reply.

550. When was the reminder sent?—On the 7th November.

551. What is the date of the War Office letter you have just read?—The date of the War Office letter is the 15th November 1894.

552. That is a month after the first complaint?—Yes.

553. Did you have any further correspondence on the matter?—Yes. On the 22nd December I received the following letter from the War Office: "Sir, I am directed by Mr. Secretary Campbell-Bannerman to acknowledge the receipt of your letter of the 18th instant, on the subject of the rate of wages paid to joiners at Aldershot, and to acquaint you that he is dealing with the matter as rapidly as possible."

554. Was your letter of the 18th instant, referred to there, to ask for a reply?—Yes. Then this is the reply to the grievance: "War Office, Pall Mall, 9th January, 1895. Sir,—I am directed by Mr. Secretary Campbell-Bannerman to acquaint you that he has had before him the representations that have been made on behalf of the Aldershot branch of your society in regard to the alleged under-payment of carpenters by, it is presumed, the contractor for repairs at that station. The Secretary of State has caused careful inquiry to be made upon the spot. He is, however, unable to perceive that either the contract or the Resolution of the House of Commons, which is incorporated in that contract, has been in any way infringed by the contractor. He is therefore unable to interfere in the matter. —I am, Sir, your obedient servant, *Ralph Thompson.*"

Mr. *Sydney Buxton*—continued.

555. What further correspondence was there?—On receipt of that letter, saying that the complaint was not found to be correct, I felt I had either been deceived by my own local people or otherwise that the War Office had been deceived, and I immediately paid a surprise visit to Aldershot. I went down into the district, and walked up into the South Camp, R.E. Division, and asked if I could see the manager or principal person there under the War Department who had charge of the workmen. I was very courteously shown into the office, and I told the gentleman in charge I had come to make inquiry into a complaint that was made on a certain date, and referred to the statement in the reply that the complaint was proved to be incorrect, and I said I had come down to see whether that was really so or not. And I should be glad if he would let me see the wages book. He was very kind, and he opened the wages book, and there I saw that the complaint was exactly as I stated, the wages were 6½*d.* per hour instead of 7*d.*, which was the rate of the district. I asked the official how this came about; he said he did not know of any inquiry being made. I said, that was strange, because the letter from the War Office, said that inquiries had been made upon the spot. I said to him, "You do not mind my making a note or two," and I made a note or two of the names upon the book. I handed him my official card, the card of the society, and he told me he was afraid he had made a mistake, that he thought I came from the War Office, and he had made a mistake in giving me the information. I said I did not think so, because I only wanted to get at the facts. Then I returned to London, and went straight to the Lobby of the House of Commons; I sent for Sir Henry Campbell-Bannerman, he was not in, but Mr. Woodall came out, and I told him what I had discovered by my visit to Aldershot, and that the complaint was quite correct. He said, "Will you put it in writing, and send us a letter to that effect;" I did so, and the result was that further inquiries took place, and the result of those inquiries was, that I received from the War Office on the 10th May 1895, a further letter, which says: "Sir, In reply to your letter of the 2nd instant, respecting the rate of wages for carpenters employed on daywork shown in the No. 2 schedule of Messrs. Martin, Wells & Co's triennial contract for repairs at Aldershot, I am directed by Mr. Secretary Campbell-Bannerman to acquaint you that instructions have been given for 7*d.* per hour to be substituted for the rate 6½*d.*, the rate given in the schedule referred to above. The increase to take effect from the 6th instant. I am, Sir, your obedient servant, W. J. Stacey."

556. Then

Mr. *Sydney Buxton*—continued.

556. Then in the end, after six months' delay, your case was proved, and the War Office insisted on the contractor paying the additional halfpenny?—That is so.

557. Did they make that retrospective over the whole period of the contract?—No; the letter says, "The increase to take effect from the 6th instant." This letter was dated the 10th May.

558. Six months after the first complaint?—Yes.

559. How long had this particular contract been running?—For very many years; in fact, I believe the same contractor (Mr. Major will correct me if I am wrong) has had the work in that district for a very large number of years.

560. Between February 1891, the date of the passing of the Fair Wages Resolution, and May 1895, practically four years, the contractor was evading the Fair Wages Resolution?—Quite so.

Sir *Charles Dilke.*

561. Seven pence had been the rate?—Seven pence had been the rate. I supplied information to the War Office to show that 90 per cent. of the carpenters employed in Aldershot were receiving 7*d.* an hour.

562. And had been during all that time?—Yes.

Mr. *Sydney Buxton.*

563. Therefore during all that time the contractor had been making a profit out of the men to that extent?—The excuse made was that this work was repair work. I pointed out that repairs were dirty work, and that in the shipbuilding trade repair work is generally paid by an extra sum of 6*d.* or 1*s.* a day which is known as "dirt money."

564. However, apart from that, the War Office came to the conclusion that the contractor was not paying the fair rate, and insisted upon him paying 7*d.*; has he carried out that condition since?—So far as I know, that condition has been carried out since.

565. Now coming to another Plymouth case, will you just state the facts with regard to the case of Messrs. Pethick Brothers; are their works in Plymouth?—Their works are in Plymouth. I will just state shortly what it was. Complaint was made to me, as an official of the society, that Messrs. Pethick at their job at Crownhill were not paying the men in accordance with the local rules of that district.

566. Will you just state what you consider the wages were which they ought to have been receiving, and the wages they were receiving?—According to the local rule of the district, the wages they should have received were 7½*d.* an hour; but it was not a question of wages direct but indirect.

567. What class of work was it?—Carpenters and joiners.

568. Will you just state what you mean by saying it was "indirect"?—The local rules of the town to which the firm that we complain of, Messrs. Pethick Brothers, were parties (that is to say, the secretary signed it on behalf of the builders), agreed that on any job beyond a certain boundary, the men should be allowed or paid for sufficient time for walking to the work. This contractor, estimating with other contractors for the job, no doubt estimating upon the local rules, having obtained the contract, afterwards refused to recognise the rules of the district.

569. Will you just give the date of this particular complaint?—The date of the first complaint was the 9th August 1895. I have the letter here that was sent at that date.

570. Can you state what the correspondence was?—This was the first letter I sent to Her Majesty's Secretary of State for War, on the 9th of August 1895: "Sir, several complaints have been made by the carpenters and joiners of Devonport and Plymouth, that the contractor who is erecting the new barracks at Crownhill, also engaged upon the forts, is not complying with the Fair Wages Resolution of the House of Commons, which was passed by the Conservative Government in February 1891. I may state, for your information, that the wages and working conditions in the Plymouth and Devonport district, were arranged by mutual agreement between the workmen and employers, on 23rd February 1893, and this agreement has been loyally carried out, except in the case of the firm referred to. I shall be pleased to forward, if you desire it, a copy of the signed agreement to which I have referred, and should you require any further information, I shall be glad to wait upon you at the War Office or House of Commons any day after the 14th of this month. Trusting that I may have an early and favourable reply,—Yours obediently, *George Dew.*"

571. I take exception to your statement, that the Fair Wages Resolution was passed by the Conservative Government; but it does not matter?—The Conservative Government was in power then.

572. However, that does not matter; what was the answer to that letter?—That letter was sent on the 9th August. On the 13th August 1895, I received the following letter: Sir, I am directed by the Secretary of State for War to acknowledge receipt of your letter of the 9th instant, respecting the rate of wages paid to carpenters and joiners at the new barracks at Crownhill, and to observe that no particulars of the alleged failure of the contractor to comply with the House of Commons Resolution are given, and that such particulars are necessary before any inquiry can be made."

573. What did you answer to that?—Following that, on the 15th August 1895, I sent the following letter: "Sir, in reply to yours of the 13th, asking for further information in regard to the non-compliance by the contractor at Crownhill Barracks with the Fair Wages Resolution of the House of Commons, you will notice that, in my letter of the 9th, I asked if you could kindly grant me an interview, when I would give any further information which you may require. I may state that the contractor refused to pay the carpenters for the time occupied in walking to their work in the morning, as provided in Rule (3) of the local rules of the district, which were mutually agreed to in February 1893, a copy of which I have inclosed, and I trust that you will see that justice is done to the workmen employed

Mr. *Sydney Buxton*—continued.

employed at this job. You will notice that we are asking for no increase of wages or new conditions of employment, but simply that the existing agreement shall be observed. Yours truly, *George Dew.*"

574. Was there any further correspondence?—On the 17th of August, I received from the War Office the following letter: "Sir, in reply to your letter of the 15th instant, I am directed by the Secretary of State for War to acquaint you that he is not aware of the existence of any dispute at present between the contractors for Crownhill Barracks and their workmen, and that in the circumstances it does not appear that a personal interview would have any useful purpose. I am, sir, your obedient servant, *W. P. Perry*, for Director of Army Contracts."

575. What do you take it that the War Office meant by saying in that letter that they knew of no dispute; you had not alleged that there was any dispute between the men and the masters, had you?—Yes, I had alleged that there had been disputes. There had been two strikes upon the job, and each strike had taken place on account of the non-observance of these working rules.

576. I take it from the correspondence you have read that your original complaint was not so much that there was a question of dispute, but that the contractor was not carrying out the recognised conditions of labour?—Yes, as to walking time; that led to the men refusing to work upon the job.

577. Now will you go on with the correspondence?—On the 26th August I received the following letter from the War Office: "Sir, I am directed by the Secretary of State for War, to acknowledge receipt of your letter of the 22nd instant, respecting the labour question affecting carpenters and joiners at Crownhill Barracks;" that was simply a further acknowledgment.

578. Will you just give us the pith of your letter referred to there?—They are all following up the original letter; it was simply reminding them that the matter had not yet been settled.

579. Do you remember when your letter was sent; was it in October?—I could give you the date of each letter. I have the letters at home. They were not material letters; that is why I did not bring them. Then on the 21st October I received this letter from the War Office; "Sir, in reply to your letter of this day's date, I am directed by the Secretary of State for War to acquaint you that your letters relative to the Crownhill contract are before the Financial Secretary, and are under consideration. A reply shall be sent as soon as possible."

580. Was there anything further?—Simply that they could not grant me an interview. During the period covered by this correspondence I paid a visit to Plymouth; I went down to the job, and also had an interview with the contractor.

581. When was that?—I could not give the exact date.

582. What month?—It would be in the month of September 1895. I endeavoured by an interview with the contractor to induce him to comply with the working rules of the district.

Mr. *Sydney Buxton*—continued.

Perhaps I should explain; because I do not think I made the point quite clear, the reason why we had a grievance under these working rules——

583. I will come to that in a minute. Will you complete your evidence as to your negotiations with the War Office?—That is the final communication with the War Office. We got no settlement, and after that the matter was taken up by the Secretary of the Parliamentary Committee of the Trades' Union Congress, Mr. Sam Woods. He wrote to the Government, asking them to receive a deputation, and they refused.

584. It was the Conservative Government?—And up to the 16th March 1896 there was no settlement.

Sir *Charles Dilke.*

585. The answer you read us in October, was from the new Government, was it not?—I am not quite surew hen the change took place; but it was the present Government who were in office during the period covered by this correspondence.

Mr. *Broadhurst.*

586. You had no reply?—We could get no satisfactory reply and no settlement. We placed the matter in the hands of the Parliamentary Committee of the Trades Union Congress, and through their secretary they tried to press the War Department to receive a deputation. I would like to read the reply to Mr. Woods' letter.

Mr. *Sydney Buxton.*

587. Will you read it?—This is a copy: "War Office, Pall Mall, S. W., 16th March 1896. In continuation of War Office letter of this number, and date 28th ultimo, and in further reply to your request that the Secretary of State for War will receive a deputation from the carpenters, joiners, stonemasons, and painters employed in Government Departments, I am directed by the Secretary of State for War to inform you that it is open to the workmen of the War Department to bring any grievances from which they think they suffer to the notice of the officers responsible for the control of the establishments in which they work, by authorised and recognised methods; *see* particularly, No. 80, of the rules of the Ordnance Factories. Any complaints brought forward in this manner will always receive careful attention and consideration."

Mr. *Powell-Williams.*

588. This refers to a totally different subject, does it not?—No. The letter from Mr. Woods was in general terms, and dealt with many matters, but they dropped one portion; that is, the question with regard to contractors.

Mr. *Sydney Buxton.*

589. That may be so; but that reply refers merely to men directly employed in Government Departments; that is not material to us here?—No.

590. Except so far as that, you say the other part of the letter was not answered?—It was not answered.

591. You have spoke once or twice of agreements between the masters and men under which walking

Mr. *Sydney Buxton*—continued.

walking pay was given; have you anything definite that you can give us, or hand in, with regard to that?—Yes, I have an official copy of the agreement here. These are the "Working Rules for Carpenters and Joiners, as agreed to by the Master Builders Association of Plymouth, Stonehouse, Devonport, and neighbourhood, 1893." I will just refer to Rule 3, to make the point clear. "The current rate of wages shall be 7½*d.* per hour on all town jobs; on all jobs beyond the limits, and under four miles from the boundaries, the rate of wage shall be 7½*d.* per hour, and time allowed for walking one way, at the rate of three miles an hour for the distance beyond the limits." Then it goes on, "on all jobs beyond four miles from the boundary limits, the current rate of wage shall be 8½*d.* per hour, and this to include travelling and other expenses."

592. How far were those terms agreed upon or recognised by most of the masters in Plymouth?—By the whole of the employers in Plymouth; they have a builders' association there, and this was "Signed on behalf of the Master Builders' Association by C. L. Duke, hon. sec.," and it was "Signed on behalf of the Amalgamated Society of Carpenters and Joiners" by four members of the society.

593. Will you just hand that in?—Yes (*handing in the same*).

594. Is Aldershot governed by any agreed-on rules?—No. there is no real agreement in the Aldershot district; it has simply been the custom of the district.

595. Now, going from that to the Netley Hospital case, will you just give the substance of that complaint; what is the date of it?—The complaint in regard to Netley Hospital was, that the contractor for the repair and maintenance of the building was not paying the current rate of wages; he was paying 6½*d.* per hour instead of 7½*d.*

596. Will you give us the date?—The date when the complaint was made was the 9th of September 1893, and the correspondence extended up to the 24th of May 1894.

597. It extended over six months?—Yes, and no settlement was ever arrived at. Unfortunately, the man, a member of our society, who laid the charge, who gave the information that he was not receiving the proper wages, was victimised for giving that information; he was discharged, and the War Office refused to interfere in any way.

598. Have you got any correspondence with regard to that case with you?—I am afraid I have not got it all complete, but I have a good deal of it.

599. On what ground did the War Office decline to take action?—I have got a copy of the letter I sent.

600. Will you just give us the material letters?—In regard to the victimising of the member who gave the information, on the 7th of December I sent the following letter to Mr. Campbell-Bannerman——

601. Can you give us, first, the letter of the War Office in which they declined to take action, and the ground that they give?—This is one of their letters declining to take action; there are several here; they are simply answers to different communications, but this would be the material one; it is dated the 8th November 1893: "Sir,—With further reference to your letter of the 7th ultimo, relative to the discharge of a man from the employment of a firm holding a contract with this Department for works at Netley, I have to acquaint you that, after inquiry, the Secretary of State has informed your Woolstone branch that he does not feel called upon to interfere with the contractor's discretion as to the workmen he may employ in his service."

602. They give no reason?—They give no reason.

603. Will you now go on to the question of the man being victimised?—I ought to have read that first; the other letter would follow better if I had read that first. The letter which complained of the victimising of the man was as follows: "Sir,—May I once more ask that the many complaints made to you in regard to the payment of low wages and the discharge of one of our members for giving information at Netley Hospital, may receive attention. It seems very strange, but, notwithstanding the Resolution and promises made by the Government to pay fair wages, the War Office steadfastly refuses to give attention to these matters.—I am, Sir, yours obediently, *George Dew*, Official Delegate to the Society."

604. What was the answer to that?—The answer was: "Sir,—I am directed by Mr. Secretary Campbell-Bannerman to acquaint you that he has had under his consideration the questions raised regarding the rate of wages at Netley for carpenters and joiners, and that he sees no grounds for departing from the decision already communicated to the Amalgamated Society of Carpenters and Joiners." That is dated the 2nd March 1894.

605. Was there any further correspondence?—Here is a further letter again when I pressed them still further, on the 31st May: Sir,—In reply to your letter of the 25th instant, I have to acquaint you that the Department does not know what rate of wages the contractor for repairs at Netley Hospital is paying, but, in the absence of any representation to the contrary, believes that he is paying the current rate of the locality in accordance with his contract.—I am, Sir, your obedient servant, *G. Lawson*, Director of Army Contracts."

606. Do I understand that you stated before that the contractor was not paying it?—I had stated before that he was not paying it, and I supplied a list of the men that were receiving the current rate from other contractors at Netley; I also supplied them with a police-court case which we took up in the Southampton Police Court to recover this rate, showing that this rate, viz., 7½*d.* per hour was even recoverable in a court of law; and yet in the face of that they say practically there is no case.

607. They declined to take any action?—Yes, they declined to take any action.

Mr. *Broadhurst.*

608. They repudiated your statement?—Yes.

609. No,

Mr. *Sydney Buxton.*

609. No, I did not understand them to do that. Was that so?—They would not admit there was any grievance.

610. They go so far as to say that no complaint has been made, whereas you had made specific complaints?—Yes.

611. With regard to the rate of wages prevailing in Southampton, is there any recognised agreement?—In the dispute which took place in Southampton I have the following letter, which goes to show what is the rate of wages there. This is a letter to the Master Builders of Southampton: "*Re* Carpenters and Joiners' strike to the House Builders of Southampton, 31st August 1893": "Gentlemen,—On the 26th July an interview was arranged for our representative, Mr. G. Dew, to meet the Committee appointed by the builders of Southampton, and after a friendly conference with reference to the dispute, the Builders' Committee forwarded, on 28th July, the following suggestion for the settlement of the strike: that they were willing to accept an arrangement that 7½*d.* per hour should be the maximum, and 7*d.* per hour the minimum rate of joiners' wages in Southampton, the employers exercising their right of paying their men according to merit. These terms were considered by the men, but they desired a few slight alterations, and a further interview was arranged with Mr. L. Button, when our representative, Mr. Dew, got the assurance that the Builders would put a liberal construction on that part of their offer, namely, the maximum rate. Upon this assurance the Carpenters' Committee agreed to accept the offer as contained in their letter of 28th July 1893."

612. What year is that?—That is 31st August 1893.

613. That has prevailed ever since in Southampton?—It has prevailed ever since; all our members received 7½*d.* per hour from that date.

614. Now, with regard to the fourth case you have to bring before the Committee, namely, the case of Woolwich and Devonport, will you just state that as shortly as you can?—With regard to Woolwich and Devonport, they were complaints that certain contractors in the Woolwich district were not paying the recognised rate of wages, and also at the Gun Wharf at Devonport the men were only in receipt of, I think it was 23*s.* per week, something about 9*s.* under the current rate.

615. Will you give the name of the contractor?—This complaint was made by a deputation, direct.

616. Was it with regard to Messrs. Siemens? Yes, Siemens was one of the firms. The contractors referred to in the Woolwich case were Messrs. Siemens, the Silvertown India-rubber Company, and Henley's.

617. Will you just give the date?—This grievance by arrangement was brought before Mr. Campbell-Bannerman, by a deputation which was introduced by Mr. Broadhurst at the House of Commons.

618. Will you give the date?—It was brought before Mr. Campbell-Banuerman's notice on the 18th February 1895, and the following is a copy

Mr. *Sydney Buxton*—continued.

of the memorial that was submitted to him by the deputation.

619. I do not think you need trouble us with that; you have substantially stated the grievance, I understand?—In reply to that deputation the War Department, or rather Mr. Campbell-Bannerman promised, on behalf of the War Department, that strict investigation would be made, and that where any grievance was found to exist it would be remedied. The grievance at Devonport, I am glad to say, was partly remedied, but the grievances at Woolwich have not been remedied.

620. As regards Devonport, within what period was it remedied?—During the time of Mr. Campbell-Bannerman's tenure of office.

621. The deputation was in February; how soon after was the grievance remedied substantially?—In reply to a question that we got Mr. Morton, the Member for Devonport, to put in the House, a statement was made that the matter would be remedied.

622. What is the date of that?—I received this letter on the 22nd June 1895: "Dear Sir,—I am desired to acknowledge your letter of the 19th instant, addressed to Mr. Campbell Bannerman, regarding the grievances of the members of your society at Woolwich Arsenal, and to say that you may expect a final answer in the course of a few days. As regards the carpenters and joiners temporarily employed at the Gun Wharf at Devonport, I am to refer you to Mr. Woodall's answer to Mr. E. J. C. Morton in the House last night, in which he stated that from the 1st instant their wages would be raised from 24*s.* to 27*s.* per week.—I remain your obedient servant, *H. T. Gibson.*"

623. I want to be clear about the Gun Wharf; was that direct employment by the Government, or through a contractor?—I believe it was direct employment, I am not quite sure. They refer to temporary employment.

624. Then we need not trouble about that. Will you go on in regard to the Woolwich case, with the further correspondence?—He said that the Woolwich matter was receiving consideration; previous to Mr. Campbell-Bannerman leaving office the matter had not been finally settled, and he referred it over to his successor. This is the final letter of the 29th June 1895: "Dear Sir,—In reply to your letter of the 26th instant to Mr. Campbell-Bannerman, I am desired to say that he had quite hoped to send you a final reply in the course of a few days, but, in view of recent events, the matter must be left to the decision of the new Government.—I remain, yours truly, *H. T. Gibson.*"

625. "Recent events" being cordite, I presume?—Quite so.

626. What happened after that?—Since that we have not been able to get any redress. The letter of Mr. Woods, which I mentioned just now, was really following that up. We tried to get Lord Lansdowne to receive a deputation, but he would not do so.

Mr. *Broadhurst.*

627. It is now as it was in 1895?—Quite so.

628. In

Mr. *Sydney Buxton.*

628. In regard to that case, I will ask you are there any rules or any agreed-upon rate of wages?—Yes; Woolwich would be governed by the rules of the London district, which comprises 12 miles round.

629. Recognised by the master builders?—Yes, recognised by the master builders. I have here the recognised rules in the London district.

630. Will you hand them in?—Yes (*handing in the same*). I may say, with regard to Woolwich, we desire to produce at some further sitting of the Committee a local witness who is closely acquainted with the whole of the details of the case, and has been employed down in that district.

631. What is his name?—Meilar; he will be produced through Mr. Rust, the London district secretary of our society.

632. Now, I want to ask you a few general questions. I take it that in the first place you produce these four cases, as cases in which complaints have been made to the War Department, in some of which cases remedy has accrued, and in others of which the complaint has not been favourably received; you have had experience of other cases, but these cases you wish to place as representative cases before the Committee. May I take that to be so?—Yes.

633. You have had a great deal of experience in regard te the working of the Fair Wages Resolution?—Yes.

634. Have you any cases that you wish to put with regard to the other departments?—There are many cases which have happened, but they are so long ago. During the time I was Secretary of the London Building Trade Committee, we had many complaints. For instanee, there was an important case affecting the painters at the Albany Barracks 12 months after the passing of the Resolution. The painters' wages for the work at the Albany Barracks in Regent's Park were fixed at 7*d.* an hour at the very time when the rate should have been 8½*d.*

635. You had at one time a good many communications with the Board of Works?—Yes.

636. Are you fairly satisfied with the position as it now stands in regard to the Board of Works?—Yes, more so than any other Department of the Government, and I think we can say that very generally the Board of Works are acting in a satisfactory manner.

637. Of late you have not had the same complaints as you had before?—Not so many.

638. Have you had any at all as lately as 1895?—The more recent complaints would not come to me; they would go up to our London District Committee, who are going to give evidence through Mr. Rust.

639. Now I will ask you a few general questions; in the first place, we have heard it said here and elsewhere that the rate ought to be what is commonly called the Trades Union rate; what do you mean by that yourself; would you define the so-called Trade Union rate as being the current rate?—The Trades Union is always the means of conducting the negotiations between the workmen of any district and the employers in any matters for the advance of wages. No matter how small or how insignificant the branch of the union might be, that is the organisation

Mr. *Sydney Buxton*—continued.

that starts the movement and conducts the negotiations; and therefore we refer to that rate as the Trades Union rate. In some of our settlements we have both union and non-union men represented.

640. I put it to one or two witnesses before, and I would like to know whether you agree with my suggested definition of it, namely, that it is not necessarily the rate which a particular trades union would desire their men should receive, but the rate at which they would allow their men to work?—In our union it is nearly always the rate agreed between ourselves and the employers in our union.

641. It is the agreed-upon rate?—It is the agreed-upon rate.

642. Your trade has, more than most other trades, really recognised rates; that is to say, signed agreements between masters and men?—Yes. We have in our union just upon 50,000 members, scattered over all parts of the country, and in every district we have, practically, an agreement between ourselves and the employers, and we publish those agreements or rather publish the wages of each district in our annual returns.

643. In your experience with the different departments, how far have you had personal communications with them; have you asked to see the head of the department, or someone in connection with the department; have you had personal communication in regard to any of the departments?—Yes; with the heads of several departments; I had a personal interview with Mr. Major with regard to the matter at Plymouth, and I notice in one of Mr. Major's replies, he admits that if the working rules were infringed, that is, as to the question of walking time, that would come under the Resolution. I pointed out that they were infringed, and that this meant a loss of nearly 6*d.* a day to the men. I am glad to see that Mr. Major admitted this when he gave evidence, yet he did not take action in the Plymouth case.

644. Taking the case of a contract like this, where the department ultimately agreed that the grievance was a just one, should you think the rise ought to be retrospective over the whole time of the contract?—I think, as a matter of fairness, it ought, but I know of only one case where it was made retrospective, and that was when Mr. Herbert Gladstone was Commissioner of Works, in regard to a number of workmen employed at the House of Commons.

645. How far did that extend backward?—Several weeks.

Chairman.

646. Was that a case of contract?—Yes, it was in for some sanitary appliances, and other alterations.

Mr. *Sydney Buxton.*

647. Have you any cases in which the grievance has been remedied very near the end of the contract?—Unfortunately, that is generally so, more especially with the War Office.

648. Practically, therefore, the men have not been paid the current rate during the time of the contract, and it is only just at the very end that it is remedied?—Quite so.

649. I suppose

Mr. *Sydney Buxton*—continued.

649. I suppose when these contractors take further contracts, they have to pay the higher rate?—Yes, when we can make them.

650. Have you ever had a case in which a contractor, having been forced to pay the higher rate near the end of his contract, has been given a fresh contract, and you have had to make fresh complaints?—No, I do not remember any case at this moment.

651. Have you ever had a case in which you have had to complain of trades unionists not being allowed to work on a Government contract; I mean, not with regard to the amount of wage, but not being allowed to work because they were trades unionists?—I have a very important case with regard to that from Chatham, and have a witness who I shall be glad if you will hear; it is with regard to Messrs. Patrick's of Chatham.

652. You mean Mr. Ireland?—Yes.

653. Then I will leave that for the present; is that the only case you have in which trade unionists have been practically not allowed to work under a Government contract?—So far as we know any direct case; of course, oftentimes when they refuse to recognise our rules, that operates against us as trade unionists.

654. I am not speaking of that, but of cases where a distinction is drawn between unionists and non-unionists?—We have a case of direct employment at Southampton Post Office, where a Government official acted unfairly.

655. You have not any general complaint to make about it?—It is very difficult to make a general complaint. We do find a large number of non-unionists are employed by what we call shaky contractors; that is, those that do not act fairly towards us.

656. Do you mean that they might dismiss a man because he was a unionist, but they would not give that as the reason?—Quite so.

657. With regard to the future carrying out of this Resolution, I made the suggestion to one or two witnesses, and I will make it to you, whether, in order to accelerate the complaints being examined into (because I see that all the four cases which you have given, whether they have been remedied or not, have covered a very considerable period of time), and also possibly to bring greater knowledge to bear, it might be a good thing if in some way the Labour Department of the Board of Trade might be brought in as the direct means of communications in regard to these grievances?—Personally, I think it would be; and I think that is the general feeling with most people who have had anything to do with these difficulties.

658. Do you think it would give satisfaction if they were used as the means of examining into these grievances?—There has always been every confidence expressed in the Labour Department of the Board of Trade in matters of this kind. I may say I am taking the opinion through our Executive of our Society upon that matter, and I believe I shall be able to give an official reply upon that point in the name of the society.

659. Favourable to that proposal?—Yes.

660. Would you think that the officials of the Board of Trade, especially after the experience they would have in this matter, would get to know more about current rates, and therefore their judgment would be better than that o a Department which has really nothing to do with these questions?—We do think so; and more especially with regard to the War Department. Military people do not understand these things.

661. Have you anything further you wish to say before you are examined further by other members of the Committee?—I do not think so. The only thing is that I would like to be allowed to produce witnesses from Plymouth to further clear up the matter with regard to the disputes that have taken place there, and to give evidence that the current rate of wages is not being paid. We have another case; that of Sir J. Jackson, who has a large contract under the Admiralty, and who is acting wrongly in that district.

662. You have nothing further to say with regard to the working of the Resolution specially?—What I do think is that it would be far better if the War Department, instead of employing military clerks of the works, or military men to act as clerks of the works, were always to employ civilian clerks of the works. I find the greatest possible difficulty with the War Department on account of the employment of military persons to overlook the work.

663. On the ground that they have no knowledge of the particular question of wages?—Quite so, and I am sure they have no sympathy.

Mr. *Broadhurst.*

664. Are not the clerks of the works generally men from the Engineers Regiment?—Yes.

665. I have known men of my own trade with whom I formerly worked who go through the Army and come to be clerks of the works?—Yes.

Mr. *Powell-Williams.*

666. Will you say why it is that you think that the investigations into the complaints which you make had better be instituted by the Board of Trade, rather than by the particular Department involved in the contract?—I think that would be better.

667. Will you say why?—Because it would be quicker; it would be more direct and would be done by people who had a better knowledge of these matters between workmen and employers.

668. At the present moment all your complaints are spread over the various departments, are they not?—Yes.

669. Does not it strike you that if all complaints were addressed to one Department, there would be a considerable block of work, unless there was a very large staff of persons employed?—I think the fact of using the Board of Trade, and knowing that an expert official would make inquiry, would make many unions very careful indeed before they made a complaint that was not absolutely correct and well founded, for fear of losing the case.

670. Then you appear to admit that a great number of complaints have been made which are not well founded?—No, I do not.

671. Then

Mr. *Powell-Williams*—continued.

671. Then there would be the same number of complaints then if the Board of Trade were the inquiring agents, as there are now?—Quite so; but they would not be multiplied.

672. Your case, as I understand, is that there is ground for a considerable amount of complaint?—There is ground for a considerable amount of complaint.

673. Then I put this to you: do not you think there would be a great delay in investigating complaints if you put it all upon one department instead of dividing it, as it is now, amongst the particular departments concerned?—I think not; but I believe the suggestion is that the complaint might be made to the department, and that they should refer it to the Board of Trade. That would be my suggestion as the best way to make it work.

674. Turning from that, you tell us that there are 50,000 in your union?—Yes.

675. How many carpenters and joiners are there in England, in Great Britain?—I cannot tell that.

676. Can you say about?—I cannot say. There are other unions.

677. I am not asking that; I ask how many there are altogether?—I cannot reply to that question.

678. Should I be right in saying that there are 500,000?—I could not say.

679. Could you give an opinion as to whether it would be more or less?—I could not, without consulting the census returns.

680. At any rate, there are a very large number of men who get their living as carpenters and joiners who are not in your union?—Quite so.

681. Do those men insist upon the same wages that your union establishes, or seeks to establish?—Yes.

682. In all cases?—In nearly all cases.

683. That is to say, then, you would maintain that the rate of wages which the trade union which you represent establishes is, in every case and in every district, the current rate?—Quite so.

684. That you are certain of?—That I am certain of.

685. So that if a contractor alleges, as he does within my knowledge, that he is paying the current rate, but not your rate, that is false?—So far as our society is concerned, and our statement of wages, it is false.

686. That is not my question. It is not a question concerning your society, but as to the fact. You stated just now that the rate established by your society governs the men not only of your society, but all the other men employed in the same trade?—In the same trade.

687. So that if a contractor says that the rate established by your society is not the current rate, though it may be the rate which the men in your society require, his statement is false?—Quite so.

688. Now I suppose you would recognise the duty and obligation upon the head of every department to make strict inquiry as to whether or not there was a current rate finally and fully established, before convicting a contractor of departure from the Fair Wages Resolution?—Quite so.

689. That, I suppose you would admit, would necessarily take some time, whoever conducted it?—Yes. It should not take so much time as it does. It must take time, I admit.

690. It would take some time?—Yes.

691. Coming to the Aldershot case which you brought before us, and as to which you stated that for a long time the contractor for the barracks there had been paying less than the current rate, are you aware that at the time of your complaint, or about that time, there had been an increase to the 7*d.* rate?—No.

692. Are you aware that for that particular job there was imported into the Aldershot district a considerable number of men from London and other districts, and that on that the rate of wages which had hitherto up to that time been lower than 7*d.* was raised to 7*d.*?—No, that is not so.

693. Then you would say that if that is alleged as a fact it is inaccurate?—It is inaccurate; in fact, the contractor tried to establish that point and failed. I produced evidence against his evidence on the matter.

694. If the contractor stated, as he did, that though there had been an increase of wages, up to that time of increase he had paid the current rate, which was the lower rate, then you deny the accuracy of what he says?—Yes. That very contractor himself was paying the 7*d.*, and had been for a very considerable time, in his workshop upon important new work.

Mr. *Sydney Buxton.*

695. On private work, you mean?—Yes.

Mr. *Powell-Williams.*

696. If he stated that he had not paid 7*d.* until there was a considerable number of men brought in (it may be necessarily brought in, I am not saying anything about that) from outside the district, and that, until that took place, the current rate had been less than 7*d.* and was raised to 7*d.* on that, you say he states something that does not represent the facts?—Quite so.

Mr. *Austin.*

697. How long had this 7*d.* rate existed there?—I could not say for how many years, but for some time before the Fair Wages Resolution of the House of Commons was adopted. If there is any dispute we will produce a man that has had the 7*d.* rate from this contractor himself.

Mr. *Powell-Williams.*

698. I may have to produce the contractor in this particular case?—I would like to say that I would quite exonerate the War Office from any blame whatever in this case. I believe they were deceived in some way. And I am glad to say they acted very speedily in setting the matter right when the matter was brought home to them.

699. I do not think we were deceived in any way. You saw Mr. Major, the Director of Contracts, in relation to the Crownhill case, did you not?—Yes.

700. You

Mr. *Powell-Williams*—continued.

700. You were informed that there was no dispute at all existing at that time between the contractor and the persons in his employment, who appeared to be quite contented; that was so, was it not?—That is what I was told.

701. The whole thing turned upon walking time, did it not?—Quite so.

702. Now, I want to know whether you would go so far as to contend that walking time is applicable to a job extending over a considerable period?—Yes, and I gave the War Office a case in point.

703. Would you just for the moment confine yourself to the question. What I want to ask is this: That no matter what the duration of the job, you maintain that walking time ought to be paid?—Quite so.

704. That is to say, if it lasted for three years?—Quite so.

705. Have you never heard that the contention on the part of the employer is, that walking time is only applicable to small jobs of short duration to which men are sent from the town in which they live, and not to a contract extending over a considerable term of years existing in the neighbourhood?—I never heard that statement before. There are the rules, and you will find no such qualification in the rules.

706. Should you be surprised to hear that that is the statement made on the authority of several contractors to the War Department?—I have never heard of it. The practice is that either walking-time or lodging-money is paid.

707. Would that be so if the persons are living in the locality where the job is carried on?—Well, I do not know that it would apply to anyone taken on in that way living in the locality.

708. That is exactly my point?—But here is a contractor taking a large job where there is no labour, and he has to carry the labour out of the town to do it.

709. Supposing you were a contractor here in the City of London, and you had a contract down at Peckham lasting three days, should you pay walking time?—If I took my men I should be compelled to do so.

710. We will assume you take your men. Assuming you are a contractor in the City of London, and you take a job within the City of London which lasts over three years?—May I point out that London is one district with a 12 miles radius, and that, therefore, would not apply unless men are sent to the job.

711. You do not pay walking-time within the district?—Not unless specially sent. We treat it as one great district of 12 miles radius. The firms are scattered in different parts, and the men reside in different parts of the district.

712. Then take a contractor living in the City of London taking a contract at Peckham; he does not pay walking-time?—Not unless he sends his own men: he either pays walking-time or allows so much a day for expenses.

713. No matter what the duration of the job may be?—Yes; travelling expenses, railway fares, are allowed generally in London.

714. Supposing the distance from a man's house to his job is only five minutes' walk; does he pay walking-time then?—I should say not.

715. What is the distance on which he does pay walking-time?—In all districts there is a boundary line formed over which the rules of the district are operative. For any work beyond that boundary, walking-time is arranged at the rate of three miles an hour. That would apply to every provincial centre. In London they get expenses.

716. That is exactly what I want to get information upon. I want to get at what you consider to be the system. The contractor, in this particular instance, had apparently proved that the circumstances were not such as required him to pay walking-time. Now I understand you to say that a man being a contractor in the City of London, and employing a man upon a long job within five minutes' walk of his house, is not obliged to pay walking-time?—I will not say "obliged" to pay it; but may I point out that your arguments, applied to London, would not apply to the case of Plymouth, for instance.

717. I will not take London; but take it anywhere you like; take the case of a man who employs a workman on a long job, living within say five minutes' walk of that job, would you contend that he is obliged to pay walking-time?—That rule would apply all round, certainly.

718. You said just now he was, as I understood?—No, I did not say he was; but I say the rule in regard to walking-time applies universally to all men living in any particular district.

Mr. *Sydney Buxton.*

719. May I just read the rule, because I think it will clear it up. This is the recognised working rule signed on the one side by the master builders, and on the other side by the Amalgamated Society of Carpenters and Joiners: "The current rate of wage shall be 7½*d.* per hour on all town jobs. On all jobs beyond the limits" (that is, beyond the town), "and under four miles from the boundaries, the rate of wage shall be 7½*d.* per hour, and time allowed for walking one way at the rate of three miles an hour for the distance beyond the limits. On all jobs beyond four miles from the boundary limits the current rate of wage shall be 8½*d.* per hour, and this to include travelling and other expenses." There is nothing further about it in these rules. Therefore it is obvious it does not apply to short jobs, and it makes it quite clear when walking-time is allowed?—Would you also refer to the rules for the London district, which is in the other little book I handed in.

720. We are speaking about Plymouth now, as I understand, not London. I think I need not refer to the London rates?—Very well.

Mr. *Powell-Williams.*

721. I do not care about the rates in the London district. Do you happen to know what the conditions as to obligation to pay walking time are in the Plymouth district; can you tell me what the radius is?—It is defined in that book, sir.

722. It

Mr. *Powell-Williams*—continued.

722. It is the same as defined there?—Yes.

723. Then what you say is that if the men were employed within that radius there was no obligation upon the contractor to pay walking time?—If they were employed within the radius laid down there there would be no obligation to pay walking time.

724. Should you be surprised to know that the whole case as to this contract with which we are dealing, the Crown Hill Barracks, turned upon that?—No, it did not. It is a considerable distance beyond the radius.

725. Then all I have to say is I do not think you are fully acquainted with the case, because it did?—No, sir.

Mr. *Broadhurst.*

726. If there is any difficulty about the arrangement of boundaries it is all set forth in elaborate detail, even the time to be at the ferry boats crossing the river?—Yes.

727. As it is in all towns and in all districts?—Yes, and I have a witness here who signed those rules.

Mr. *Sydney Buxton.*

728. Where is Crown Hill Barracks?—A considerable distance outside Plymouth; I know, because I have walked to Crown Hill several times. I could not say the exact distance, but it is a very considerable distance.

Mr. *Broadhurst.*

729. It is 2½ miles?—Two and a-half miles beyond the boundary.

Mr. *Lake.*

730. It is a mile-and-a-half outside the boundary?——

Sir *Albert Rollit.*

731. Is there any doubt about its being outside the limits prescribed?—None; and I gave a case where another Plymouth contractor paid walking time during the whole course of a large job at Crown Hill.

Mr. *Powell-Williams.*

732. I suppose you would be quite willing to admit that anybody having to adjudicate upon these things, where there is a direct conflict of evidence, would have rather a difficult task?—I am willing to admit that.

Mr. *Morrison.*

733. With regard to soldier clerks of works, do you happen to know what they are paid over and above their Army pay?—No, I am afraid it is not sufficient.

734. They are cheaper than civilian clerks of works?—Yes, that is our belief.

735. What would you say was the special function of the clerk of works. Is it to deal with wages or to see that the employer gets good work put into the job?—To see that the employer strictly carries out the conditions of his contract as defined by the specification, and the Fair Wage Resolution is, I believe, made a part of the contract.

736. You will agree, I suppose, it is a great attraction to young men to go into the Army if they know that there are these openings to them in the Army?—Possibly so.

Mr. *Morrison*—continued.

737. And it gives them a chance of obtaining situations after they leave the Army, does it not? Well, I have no experience. I could not say with regard to that.

738. With regard to Netley and Southampton. Is Netley in the Southampton district. It is some miles away, is it not?—It is within three miles. Southampton and Woolston is one district, and it is within the boundary.

Mr. *Powell-Williams.*

739. I think you said you never received any final reply upon that case of the Crown Hill Barracks?—Oh, yes; that they could not interfere.

740. I think you left it rather with the Committee as though the War Office had never sent you a final reply. They did reply to you?—Yes.

741. And said in effect that the contractors appeared upon inquiry to be paying the current rate of wages, and that no circumstances presented themselves which called for the intervention of the Secretary of State?—Yes.

Sir *Charles Dilke.*

742. I understood you to read a correspondence in one case which contained no reply on the merits?—Yes; that would be referring to the case that was laid before Mr. Campbell-Bannerman by deputation, where the Goveanment went out of office, and it went over to their successors.

Sir *Albert Rollit.*

743. Referring to the questions bearing on making up the difference of wage, where there has been a departure retrospectively, would that be practically possible, if it was for a long period, having regard to the changes of address of workmen and the like?—I think if they knew they had got a balance to come it would be possible, because they would very soon apply for it.

744. You think it would be practically possible to make up that difference?—Yes, I do.

745. Have you any reason for thinking that any of the Departments, as far as your trade is concerned, have unduly or intentionally protracted the investigation which is admitted to be necessary till towards the end of the contract of which you spoke?—We feel so, that the War Department have been unnecessarily long in their inquiries.

746. And that undue time has been taken either really or ostensibly in investigation which need not have been taken?—Yes, which need not have been taken.

747. May I take it that the attitude of all Governments, from what you state, has been practically the same towards your union; there was a change of Government, and there was a continuation of correspondence; was the same attitude maintained or not, I am speaking of the War Office?—No, there was not; where Campbell-Bannerman was willing to receive deputations, and go into the matter, the present Secretary of State has refused to see one; that is in regard to the War Department.

748. Was that promised by Mr. Campbell-Bannerman?—Yes.

749. Distinctly

Sir *Albert Rollit*—continued.

749. Distinctly promised?—Yes, and he did receive a deputation. I really believe sometimes the official head has been too much in the hands of the permanent staff.

750. When you spoke of change of Government, did you mean rather that the matter was still in the hands of the departmental officers?—Yes, very largely.

751. Have you found any objection on the part of the departments to trades-union organisations or not, any overt objection?—No, I cannot say that I have.

752. And no differential treatment as far as you know of union and non-union workmen?—There were the cases I have mentioned, where the Government Department have refused to interfere, where union men have been treated wrongly; the case at Netley, where the man was victimised, and where the Department refused to interfere; and the case that will be brought on with regard to Chatham at Messrs. Patrick's where the Government refused to interfere.

753. The circumstances being disputed in those cases?—Well, they refused to interfere.

754. Now, with regard to the Board of Trade Labour Department; on these points is it your view that the Board of Trade Labour Department would take a broader view than the mere departmental one in dealing with such cases?—Well, I do not know. They would take a very practical view.

755. A more practical view?—Quite so.

756. Do you think that the attitude of the Board of Trade Labour Department would be more favourable to the union intervention on behalf of the workmen?—No, I think not; I think they would hold an equal balance between both workmen and employers.

757. Do you think that an advantage would be that those acquainted with labour questions and disputes, the Board of Trade Labour Department, would deal with them more practically than the particular Department?—Yes, and more quickly.

758. More rapidly?—Yes.

759. And also do you think it would have the advantage of the matter being practically referred more or less to a department which was not party in any way to the dispute to the contract, and so get a more independent judgment?—I think it would be a very good thing.

760. May I take it, to clear up one point, that so far as your society is concerned, the trade union rate of wages and the rate of wages current in the trade have for some years at any rate coincided?—They have.

761. Absolutely?—And it also largely coincides with the employers' statements of wages, which is published by their national association. I think you will find hardly any disagreement between their statement and our statement.

762. I think another point you made was that you prefer civilian supervision to Royal Engineers' supervision?—Yes.

763. Is that on the ground of more practical conduct?—Yes, and they are more fair.

764. Not so absolute in dealing with matters?—The military official I find very stand-off if I go to see him.

Mr. *Powell-Williams.*

765. Was not the deputation which the Secretary of State declined to receive, a deputation from the organisation represented by Mr. Woods, who wished to see the Secretary of State in respect to the wages paid to the employés of the Department at Woolwich?—And Crown Hill and Portsmouth; yes, the masons' case was in it, and so was the painters'.

Mr. *Broadhurst.*

766. It was relating to all matters of Government employment?—Yes, both direct and by contractors.

Mr. *Powell-Williams.*

767. The particular deputation which the Secretary of State was asked to receive, if I remember it right, was a deputation in reference to labour questions at the Royal Arsenal at Woolwich, and as far as I remember no application was ever made to him to see a deputation upon these particular complaints?—Yes, I have a question which was put by Sir Charles Dilke on the 7th May: To ask the Financial Secretary to the War Office whether the Department received a letter in the early part of the present Session from the Trade Union Congress Parliamentary Committee on behalf of the carpenters and joiners, stonemasons and painters, employed in the Government Departments at Woolwich, and other places, asking the Secretary of State for War if he would receive a deputation from those bodies. I think if Mr. Woods' letter is produced it will clear it up. Mr. Woods sent a letter to our general secretary in Manchester, and that is how I came to be deputed to come here to give evidence, and the letter he sent specially refers to Plymouth.

768. In that Crown Hill case you saw the commanding officer of the Royal Engineers yourself?—Yes.

769. And did you say to him that your association would not object to residents of Crown Hill being engaged without walking time, and that if residents of Plymouth were engaged they would have to have walking time?—As a matter of fact, there are practically no residents at Crown Hill.

770. But supposing they remove?—I do not remember such a conversation taking place.

771. Do you say you did not tell him that even if men had removed from Plymouth to Crown Hill, and were really resident there at that time, you should require them to have walking time?—I do not think the matter with regard to residents cropped up. My interview with the commanding officer of the Royal Engineers was whether he was aware of the local rules which were not being carried out, and to try to get his intervention to have them carried out.

Mr. *Aird.*

772. As regards this question of walking time, take it that there is a village and some large building or public works going to be done, and occupation is given to the workmen living in that village, would you, as representing your trade union, consider that those men would be at liberty to work at the standard rate, without an additional payment for walking time?—We should

Mr. *Aird*—continued.

should raise no objection if there was a village, and there were one or two men in that village, to those men being employed.

773. If I tell you that a delegate from the trade union comes into such village, and induces those men to claim overtime, you would think it was contrary to what he should have done?—I do not know any case where a trade-union official has done so, but where there is a rule providing for the payment of overtime all men would be entitled to receive it. We are only dealing with questions where the contractor has to send men out of one town to another.

774. Another question is about the current rate. What would be the views of your union as to paying a superior workman a larger rate if the employer wished it?—We have no objection whatsoever. All we say is that the current rate is a rate below which none should be paid. No one should be paid below it. We would always allow them to pay upward as much as they liked.

775. As regards the suggestion that has been made of appealing to the Board of Trade to deal with these difficulties, does it not occur to you that by asking an outside authority like the Board of Trade to come in, it would lessen the power of the commanding royal engineer of the district, and other authorities representing the War Office, the Admiralty, or, as the case might be, the officer of works; that is by the intervention of another department coming in to settle a question over which they properly ought to have control?—So far as the commanding officer of the Royal Engineers is concerned, he has been so slow in making any inquiry, or in carrying out any case, that we should be glad to get things done more rapidly.

776. Does it not occur to you that it would lessen the authority of the commanding royal engineer who was charged with the works, and also of the properly constituted authorities, or Office of Works who have charge of the works, and who have only one anxiety, and that is to do what is just between the employers and employed?—I do not think it would lessen his authority at all. It would get him out of a great difficulty. I think he would be very glad in many cases to have some neutral party come in to settle the matter.

Mr. *Austin.*

777. As regards walking time, it is recognised in all the building trades?—Quite so.

778. Is there any difficulty in defiuing when a job is outside the radius?—No; because the boundary is always mentioned.

779. As regards this particular case, the Crown Hill Barracks, the wages paid were the standard current in the district?—Yes.

780. And was it purely in connection with the walking time that the dispute arose?—In connection with the walking time. It would have meant this, that the men, had they have gone to work on that job under those conditions, would have completely broken the local rules of their district.

781. This walking time is recognised by the employers in that district?—And paid by every employer, except in this one instance.

Mr. *Austin*—continued.

782. As regards the current rates in a district, the union men generally are a majority?—In many districts they are a majority, but where they are not the union men and the non-union men, in all matters regulating wages, generally act together.

783. And the rate adopted by the trade unionists is generally taken as meaning what is current in the district?—Quite so.

784. There is no means of finding what is the current rate, except the trade union rate?—None other that I know of.

785. Do you think it would do away altogether with these disputes if the "trades union rate" was inserted in the Resolution of the House of Commons instead of the "current rate;" would it be a safer guidance?—It would be a far safer guidance.

786. Do you have any other difficulty besides the rate of wages?—The questions of working hours and working conditions come in at times.

787. Under contracts?—Under contractors; that is, such as the payment of extra for overtime. When the men are employed beyond a certain limit of the day, we have some contractors who sometimes try to evade the payment of extra for overtime.

788. When it comes to your knowledge that there is a breach of this Resolution of the House, from that time to the end what period is covered before you get a remedy?—The average time is something like five months. Case for case, my communications with the Department would work out, on the average, to about a five months' period.

789. And you think if the Board of Trade was open to representation from the various trades, that would be a quicker method than at present adopted, by applying to the different departments?—I do.

Sir *Charles Dilke.*

790. You said you had a schedule of prices?—Yes, a list of wages.

791. Is there any difficulty in obtaining that? It is published, the rate of wages of all towns.

792. Is it difficult to make?—It is collected annually. At the close of each year the secretary of every branch throughout the whole of our union has to send in a return to the general office of the rate of wages that is current in his district. Then that is published in the annual returns, and sent out to the whole society.

793. Do you compare it with any issued by the employers?—We should be careful. It would get us into difficulty if we published a rate that was not current, and it would be victimising our own men, because we should be asking them to try to obtain something which could not be obtained, and they would always be on the unemployed.

794. Do the employers publish the current rate?—Yes, generally.

795. And the two are very much the same?—Yes, the two are very much the same.

796. When you spoke of a schedule of prices, were you alluding to the current rate?—Only to the current rate of wages. We do not admit piecework at all.

797. You

Mr. *Broadhurst.*

797. You find the War Office to be the most difficult Department of any to get on with?—Yes; quite so.

798. You do not say that of the Home Office, and the Office of Works, and the Admiralty; all Departments except the War Office?—No, the War Department is the worst.

799. With regard to walking time, other trades in Plymouth have the same regulations?—Yes.

800. And the same complaints?—And the same complaints.

801. To the same Department?—To the same Department.

802. The War Office?—The War Office.

803. And to its permanent officials who manage its affairs?—Yes.

804. Your trade is not peculiar in complaining more than any other?—No.

805. And the system of walking time prevails more or less throughout the country wherever local rules prevail?—Yes.

806. And it is for the purpose of accommodating contractors that this walking-time rule is made, in order that they may not have to build barracks, or rows of houses, for a couple of years piece of work, and get men close to the work; you arrange with them by an allowance for walking time, or lodging money paid as wages, to bring labour out to the works?—That is so.

807. Morning and night?—Yes.

808. Then if a man has not to walk he does not want the time; he attends to his work at the stated hour of the day, six or seven in the morning?—Quite so.

809. I is only when he crosses a certain border line called the boundary?—That is so.

810. Like the cabman in London, he makes a difference in fares when he crosses the boundary, is that so?—Yes.

811. That is the whole secret of it; and therefore, if a man lived near the works in a village he would not have to walk from a town three miles away, and therefore, there would be no question of walking time?—No.

812. You spoke of your 50,000 members, and then Mr. Powell-Williams immediately referred to it in connection with Great Britain; your 50,000 does not cross the border; the Scotch have an association of their own?—Well, ours crosses the border, but there are other societies besides our own.

813. And in England too?—Yes.

814. Yours is not the only one?—There is the Scottish Association and the General Union of Carpenters and Joiners.

815. And although you are the minority; that is, the United Carpenters and Joiners may be in the minority; yet is it a fact that you really set the price of labour?—Quite so.

816. And you endeavour to bring those up to your level that are not members?—Yes.

817. And they do come up to it?—Yes.

818. I have only one other question about the clerk of works; a man is not necessarily a bad clerk of works because he has been in the Army; you would not go so far as to say that?—No.

819. And the discipline he metes out, the sharp discipline, to the one side, he may mete out to the other?—Yes.

Mr. *Broadhurst*—continued.

820. Have you worked on a building where the Government have had clerks of works?—Not under a military clerk of works.

821. No, a clerk of works?—Yes.

822. And is it your opinion they always get exceedingly well served whether there is a civilian or an ex-military man?—He is generally well looked after.

823. The clerk of works?—Yes.

824. Is it your opinion the Government generally gets well served in the person of their clerk of works?—So far as the civilian clerk of works is concerned, I should say they do. If they would put the military clerk of the works on the same level with regard to wages perhaps he would act better.

825. He comes in with a subsidy by way of pension?—Yes.

Mr. *Sydney Buxton.*

826. Mr. Williams rather suggested to you that if the Labour Department dealt with these cases of complaint it would necessarily involve a large increase of the offices in that Department, do you agree with that view?—No, I do not think so.

827. I understand you to say, in your opinion, there would be probably a lesser number of complaints, because the matter would be put on a better basis, and also, I understand you to say, that the contractors would be more likely to carry out the Resolution without pressure having to be put upon them; is that your view?—The knowledge that there would be a very strict inquiry would cause the contractor to act on the Resolution.

828. Therefore, the fear of any great additional expense is not, probably, well founded?—If I may be allowed to make a suggestion, I would suggest that where there is a clerk of works employed, such as on building contracts, I would suggest that it should be made a part of the clerk of works' duty to see that the Resolution of the House of Commons was carried out; and being in the district he knows what the district rate of wages is, and it would cause no friction if he were now and then to make inquiry whether the contractor was really paying the full rate of the district.

829. I understood you to say that in your trade, practically, there is a schedule of prices throughout the trade?—Well, you use the word "wages" instead of prices. There is a schedule of wages; we do not attempt piecework.

830. I meant wages; do you see any objection to the Department, in their contract with the contractor, stating that so-and-so is the rate of wages, and that, therefore, the contractor will be expected to pay that rate?—I should think it would be a very good thing if the Department did; by simply inquiring they could know at once what is the wage.

Mr. *Aird.*

831. Supposing it went upwards or downwards in the course of the work, where would the contractor be?—That could be arranged the same

Mr. *Aird*—continued.

same as in the Office of Works. If the wage goes upwards, the contractor gets the corresponding amount to meet the upward tendency wherever an advance takes place, as two advances have recently taken place in London; in that case the contractor has been allowed a sum to meet the advance, and it could be done so *vice versâ*.

Mr. ARTHUR WILLIAM IRELAND, called in; and Examined.

Mr. *Sydney Buxton.*

832. YOU have heard Mr. Dew's evidence. He referred to a case which you had with reference to Messrs. J. & M. Patrick, of Rochester?—Yes.

833. Will you state the case? In the first place, give the date of the complaints made?—If necessary, I can read the correspondence which passed between myself and the War Office upon it.

834. Then just read that and give the dates of each?—I have not a copy of the first letter, but it is not a matter of great importance. On 14th February I sent the following letter: "I beg to acknowledge the receipt of yours of the 10th instant, and have much pleasure in complying with your request for further details of our charges against the firm of J. & M. Patrick, of Rochester: 1st. That on or about the 31st August 1893, one of our members (who previous to our recent dispute of that year had been employed by the said firm for about four years), asked for employment at the close of the dispute, when Mr. Gough, who is understood to be the head of the firm, asked if he was a free man, to which our member inquired what he, Mr. Gough, meant by being a free man, the reply to which was, 'Do you still belong to the cursed union?' The answer our member gave was, 'Yes, and intend to.' Mr. Gough then said he could not give him employment, otherwise he would, as he wanted him and another one back. Mr. Gough also stated that he could not, neither would he pay the rate of wages which had just been obtained." I should here state that I have recently learned that he has offered to purchase that man out of our union. He offered at that time, but I was not in possession of the fact. He stated that it should cost him nothing through leaving the union, and he wanted him back and would pay him well if he could get him. It has also been stated to me that one man has been purchased out. "The other man whom Mr. Gough said he wanted back interviewed him, and was treated just the same when it was found that he would not give up his union."

835. This, I take it, is a letter to the War Office?—Yes.

836. You had better give us the gist of it, instead of reading it at full length; state generally the position?—The second case was that of a man who was also wanted.

837. Is that all about the first case?—This is bearing upon the first two men in the same case.

Mr. *Powell-Williams.*

838. What is the date?—February 7th, 1894; but the case occurred in August 1893.

Mr. *Sydney Buxton.*

839. Will you state it broadly?—The case of the second man was similar. He was offered similar conditions; he refused. The next case is concerning a member of the General Union of Carpenters and Joiners. He had been working for the firm for a few days, and was offered as his wages a rate lower than the current rate, and he objected. The result was that he was paid the current rate to the end of the week, but on the following Monday he was informed that it was Mr. Gough's order that he be discharged unless he gave up his union. Unfortunately for the man, who had been out of work for some time, he found that he was compelled to give up his union or be out of work. Another man, we found later on, was being paid, and he was quite a young man, and not a competent man within the meaning of the terms of the contract.

840. What date was that?—The correspondence was under the same date, February 1894. I referred to that in my letter of 28th February. He was being paid 6*d.* an hour for the making of sashes and frames for the St. Mary's barracks for the Royal Engineers' Department in Old Brompton, whereas the current rate should be 7¾*d.* per hour.

841. That is the gist, I understand, of your complaints. What was the reply of the War Office? Just give us the date of their answer?—Their first reply to my first letter was on the 10th February 1894:—"Sir,—In reference to your letter of the 8th inst., I have to request you to furnish further details by letter of the charges you have to make against Messrs. J. and M. Patrick, of Rochester.—I am, your obedient servant, W. J. Stacey." I gave those details that I have just referred to.

842. What was the reply?—The second reply, on the 22nd February 1894, was:—"Sir,—I have to acknowledge the receipt of your letter of the 14th instant, having reference to the rate of wages paid by Messrs. J. and M. Patrick, of Rochester, and to acquaint you that the Secretary of State for War does not, upon the information furnished, feel that sufficient grounds are shown for his interference. If, however, the facts alleged can be connected with any contracts held by the firm with this Department, inquiry will be made.—Yours truly, W. J. Stacey."

843. Did you have any further correspondence with the Department?—Yes.

844. I take it at that time Messrs. J. & M. Patrick were contractors?—Immediately before that they had that large fort at Borstal to finish, and were building officers' quarters in Old Brompton, near Chatham, and at the same time were doing large works at Shorncliffe.

845. Were these men you speak of, who were practically

Mr. *Sydney Buxton*—continued.

practically dismissed as union men, on these particular jobs?—They had been.

846. Now, go on with your correspondence?—My third letter was: "Dear Sir, I have to acknowledge the receipt of yours of 22nd February, and to inform you that the second case quoted in my last letter occurred on the Borstal Fort, and that the man has been, since about the 27th January, and still is being, paid the sum of 7*d.* per hour, whereas, as previously stated, the current rate is 7¾*d.* per hour." Also in that letter I referred to the other man being paid 6*d.* an hour.

847. What date is that?—That is 28th February 1894.

848. What was the reply to that?—The 5th of March 1894: "I have to acknowledge the receipt of your letter, dated 28th ult., relative to wages paid by J. & M. Patrick, and to acquaint you that the subject will receive consideration."

849. Was there anything further?—After that, I wrote again.

850. What did the War Office reply, and when?—On the 4th of April, I wrote stating it was a month ago——

851. What did they reply, give the date?—The 4th of April 1894: "Sir,—With further reference to your letter of the 28th February relative to the rate of wages paid by Messrs. J. & M. Patrick, I have to request you to state confidentially the names of the two men referred to, as without that information no real verification, or the reverse, of what is mentioned, can be arrived at.—I am, Sir, your obedient servant, *W. J. Stacey.*"

852. What did you do then?—On 6th April 1894. I wrote: "Dear Sir,—We beg to acknowledge the receipt of yours of the 4th instant, and comply with your request by sending to you, confidentially, the names of the two men, viz., Thomas Hulme and Joseph Kelly; the former as having been informed that he must leave his union or his employment, and with having been paid 7*d.* per hour; the latter as having been paid 6*d.* per hour. My committee desire to express the hope that the use of the men's names will not be made as will be likely to prejudice the firm against them."

853. What further occurred?—On the 30th April 1894: "I have to acknowledge the receipt of your letter, dated the 26th instant."

854. You must have written again; was there no acknowledgment to that letter of April the 6th?—I take it there could not have been, because we had to wait so long in between. The letter they refer to is a letter of mine telling them we were waiting for information on the subject. This is an acknowledgment of it.

855. What did they say on the 30th of April?—It is simply an acknowledgment.

856. What happened subsequently, without giving us all the correspondence?—After that I wrote to Mr. Campbell-Bannerman on the subject, seeing that we could get no satisfaction from the under officials, and the reply was: "Sir,—I am directed by Mr. Secretary Campbell-Bannerman to acknowledge receipt of your letter of the 6th April, and other correspondence, upon the subject of certain men in respect of whom it was asserted that the Government contractor at Fort Borstal had violated the House of Commons' Resolution of the 13th February 1891. In reply, the Secretary of State desires me to state that the case has been inquired into by the aid of the information given confidentially in your letter, and that he cannot ascertain that any fair ground of complaint exists against the contractor in this matter.—I am, Sir, your obedient servant, *Ralph Thompson.*"

857. What is the date of that?—The 27th June 1894.

858. The correspondence covered about five months?—Yes.

859. They said they made inquiries in regard to those two men you mentioned; as a matter of fact, do you know whether those two men were approached by any of the War Office officials?—The nearest I can gather is that the man first referred to, Hulme, was called up to the Office at Fort Borstal, I suppose (it is only on supposition that I can speak), and he was interrogated on the subject, because when his mates asked him what he had been up for, he said it was simply a matter of trade unionism.

860. Was he interrogated privately by the War Office officials?—By an Army officer, I believe. I cannot speak for certain, because they will not give us the information. They are too reticent.

861. Privately, was it?—In the office of Messrs. Patrick.

862. In the office of his own employer in reference to your complaint against his employer?—Yes.

863. Are you sure of that?—According to my information. It is too doubtful for me to pledge myself.

864. I understand your two further complaints against the firm are that, in the first place, they are not paying the current rate which prevails in Rochester and Chatham, and, in the second place, that they gave preference to non-union men. Is there any agreement between masters and men in regard to the amount of wages that should prevail?—Yes, as settled by arbitration. (*Handing a book to the Committee.*)

865. The arbitration having been in August, 1893, the rate of wage is 7¾*d.* per hour?—Yes.

866. And you allege that Messrs. Patrick have only been paying 6*d.* and 7*d.*?—To those men. Others I cannot answer for.

867. Those particular cases?—Those particular cases.

868. When you corresponded with the War Office, did you inform them of this agreement, and that the wages were recognised?—I told them it was the result of a dispute.

869. Now, as regards non-union and union men; there were two men involved, I think?—Yes.

870. And it was stated specifically according to the evidence you have given us, that they would not employ them because they were union men?—Yes.

871. And on that you have not had any remedy?—No. This state of things still exists.

872. Have

Mr. *Sydney Buxton*—continued.

872. Have Messrs. Patrick still got a contract?—Yes.

873. As a running contract?—This Borstal Fort is not finished, and if I am correctly informed, they have just got the triennial contract for the district.

874. And they are not paying 7¾*d.* to all their men?—I could not pledge myself; but I am confident that the men referred to, Kelly, and another, by name Duffield, from my experience cannot be competent, and, therefore, are not being paid the rate.

875. Are all the men in their employ non-union men?—All of them.

Mr. *Austin.*

876. What trade do you represent?—The Amalgamated Society of Carpenters and Joiners.

877. Are you the secretary?—Secretary of the trade committee in the district.

878. This particular firm that you complain of, do they employ union and non-union men together?—They do not employ union men at all in our trade.

879. Your complaint against them is on the ground that they do not pay the current rate?—They have not paid it to the two men referred to. At present I cannot vouch it, that they do not pay it to any.

880. Are they large contractors?—Very large. Almost absolutely Government contractors.

881. How many men do they employ?—I could not tell you. They have a great quantity of machinery.

882. They do not observe any of the rules of the society at all?—I cannot vouch for that. As far as I have referred to these two men, they will not pay the rate to them, neither will they employ union men, which, I believe, is part of the terms of the contract.

883. Do they recognise the working hours?—I cannot vouch for that, but I am given to understand they do not pay any overtime.

Mr. *Powell-Williams.*

884. Is it your contention that the Government ought to say to the contractor, "You shall employ these men, and you shall not employ those"?—My contention is based on the remark of Sir J. Hibbert in the House of Commons. I have the cutting by me. Sir J. Hibbert said, in reply to a question put by Mr Dalziel, with regard to Government contracts, that no stipulation in regard to the employment of female labour was inserted in the contracts referred to, but they contained the now usual conditions relative to the rate of wages generally accepted as current, and the prohibition of preference as between union and non-union workmen.

885. That is not exactly my point. My point was this. Do you go so far as to contend that this contractor ought to dismiss non-union men?—No. Give equal opportunities.

886. All you say is he ought to employ union men as well as non-union?—Yes.

887. You said something about these two men not being competent workmen. Do you say that a contractor is not entitled to employ a man who is not fully competent for what he is worth, and

Mr. *Powell-Williams*—continued.

to pay him less than the rate payable to a fully competent man?—No, I take it according to the terms of the agreement that a man only shall be a competent man who shall be employed on Government work.

888. What I mean is this,—supposing, as regards his skill he is all right, but as regards his physical ability he is not able to do the same amount of work which you recognise as being a fair day's work for a fully competent man receiving the current wage, do you say the contractor is not allowed to employ a man of that kind for what he is worth?—Not for what he is worth.

889. I do not know whether I make myself quite clear. Supposing a fully competent workman is worth 24*s.* a week, and a man comes along who, as regards his skill is all right, but as regards his physical ability is not able to do the same amount of work in the eight hours, and, therefore, the contractor says to him, "Well, I will not give you 24*s.*; I will give you 20*s.*" Do you say he is not entitled to employ him?—He is violating the agreement between the employers and the workmen of the district.

890. What you mean to say is this,—that the organised workmen come in and say that that man is not to be employed?—Not at that rate.

891. Does not it amount to his not being employed at all, because it is admitted he is not worth 24*s.*; it is admitted he is not worth the current rate, but the contractor says, "I will give you what you are worth"; but you say he is not to be employed?—The agreement, so far as the wages are concerned, between the employers in the district and the workmen, is the lowest rate of wages current to all men, irrespective of competency or incompetency, and if they consider a man is worth more they have every right to pay him.

892. You know that is not an answer to my question; my question is different. Will you kindly tell me whether a contractor, according to your rules, is able or unable to employ a man who is skilful, but not capable of earning the full wage, but who is worth something, and the contractor is willing to give him that something, though it is less than the current rate?—We contend that he should not be paid a rate lower than the current rate.

893. Then, if he is not to be paid a rate lower than the current rate, nobody will give him that because he is not worth it, and therefore he is not employed. Is not that so?—It is not exactly that, if you knew the technicalities of our trade.

894. I think I do?—It would be in this way. Many men would be very capable men upon certain classes of work, and could do the same amount of work of a certain class, but put to a heavier class they, physically, would not be able to mark time with a much stronger man.

895. You do not wish to answer my question?—I do not wish to evade it.

Mr. *Broadhurst.*

896. May I put it in this way. Have you a rule in your union which enables a man who has a physical defect, such as bad eyesight, or anything

Mr. *Broadhurst*—continued.

thing of that kind, to work for less than the current wage?—If he has any physical defect before he offers himself as a candidate for the union he would not be admitted.

897. Say you are a member of the union; you get old, and begin to get weak eyesight, and are evidently not worth the full market value of the wages of the district; would your union admit of you making some other arrangement, or would it make it for you, to work for something under the current rate?—With reference to age, yes.

898 For a physical defect?—Yes.

899. You have a rule?—Yes; the rule is a local arrangement.

900. But not your general rules?—Of the society?

Mr. *Broadhurst*—continued.

901. Of the society?—I think not.

902. This contractor really did pay less than what; than the wages of the district?—Yes.

903. And he had a Government contract?—Yes.

904. And did he attempt to interfere by coercion with the liberty of his workmen; is that so?—Yes.

905. That is, he tried to induce them to leave the union?—He forced them to do it.

906. They are the only two material points?—He had either to leave his union or his employment.

Mr. *Powell-Williams.*

907. Mr. Campbell-Bannerman said there was nothing in the complaint?—Yes; on what grounds I am not in a position to state.

Thursday, 1st April 1897.

MEMBERS PRESENT:

Mr. Aird.
Mr. Allison.
Sir William Arrol.
Mr. Austin.
Mr. Banbury.
Mr. Broadhurst.
Mr. Buchanan.
Mr. Sydney Buxton.
Sir Charles Dilke.
Mr. Morrison.
Mr. Powell-Williams.

MR. POWELL-WILLIAMS, IN THE CHAIR.

Mr. ALFRED MAJOR, re-called; and further Examined.

Chairman.

908. REFERENCE was made at the last meeting of the Committee to a letter which Mr. Sam Woods addressed to the Secretary of State for War, asking him to receive a deputation; have you got the letter with you?—Yes.

909. Do you produce a copy of it?—Yes.

910. Will you kindly read it?—"The Trades Union Congress Parliamentary Committee, 19, Buckingham-street, Strand, London, W.C., 20th February 1896. The Marquis of Lansdowne, K.G., Secretary of State for War. My Lord,—I am desired by the Parliamentary Committee of the Trades Union Congress to write and ask you if you will be kind enough to receive a small deputation from the carpenters and joiners, the stonemasons, and the painters employed in Government Departments, and who have certain grievances they would like to bring before the notice of your Lordship in connection with the Department over which you preside. I should be very pleased if you would consent to do this. Your early and favourable reply will be esteemed a favour by your obedient servant (signed) *S. Woods.*"

Chairman—continued.

911. Have you a copy of Lord Lansdowne's answer?—I have.

912. Will you kindly read it?—"War Office, 14th March 1896. To Mr. S. Woods. Sir,—In continuation of War Office letter of this number, and date 28th ultimo, and in further reply to your request that the Secretary of State for War will receive a deputation from the carpenters, joiners, stonemasons, and painters employed in Government Departments, I am directed by the Secretary of State for War to inform you that it is open to the workmen of the War Department to bring any grievances from which they think they suffer to the notice of the officers responsible for the control of the establishments in which they work by authorised and recognised methods; see particularly No. 80 of the Rules of the Ordnance Factories. Any complaints brought forward in this manner will always receive careful attention and consideration. The Secretary of State does not therefore think it desirable that he should receive the deputation; nor, in his opinion, is it at all likely that the interests of the men will suffer by his refusal. I am, &c. (signed) *W. Seed*, Assistant Accountant-General (Army)."

Mr. RICHARD HENRY ATTWILL, called in; and Examined.

Mr. *Sydney Buxton.*

913. WHAT do you represent here?—The Amalgamated Society of Carpenters and Joiners.

914. Of what district?—The Plymouth district.

915. Will you just state shortly the nature of the complaint you have to make?—The complaint that we have to make is as regards a certain contract that is being done at Crownhill by contractors of the name of Pethick Brothers. We have rules to the effect that walking time should be allowed from a certain point, which we call the boundary limits, at the rate of three miles an hour. The journey from the boundary to Crown-

Mr. *Sydney Buxton*—continued.

hill is about two miles, or about half-an-hour's walk. Mr. Pethick refuses to allow walking time. The consequence is that the members of the society which I represent are not allowed to go on that job to work. At the time these rules were drawn up, Messrs. Pethick Brothers were members of the association.

916. Are those the rules, a copy of which was handed in at the last sitting of the Committee by Mr. Dew?—Yes, exactly the same rules.

917. Messrs. Pethick Brothers at the present moment have got the contract?—They are still running the contract.

918. Have

Mr. *Sydney Buxton*—continued.

918. Have you had any correspondence with any Department about this complaint?—Brother Dew had all the correspondence that passed with the officials of the Government with regard to that contract.

919. What special point do you want to refer to; I understand you are confirming the evidence given by Mr. Dew?—Yes, given by Brother Dew on the walking-time point. But I may say we have had a correspondence with Brother Dew on this matter, and I would be prepared to prove that Messrs. Pethick Brothers have not only violated the local code of rules in the district by refusing walking-time, but they are also paying at lower rates than the rates of the district.

920. What are they paying at?—Varying from 5½*d.* to 7½*d.*

Chairman.

921. Has any complaint been made on that point to the Secretary of State for War?—That has only been gleaned within the last few months with regard to the rate of wages.

922. Has any complaint been made to the Secretary of State for War that the contractor is not paying the proper rate?—I think not.

Mr. *Sydney Buxton.*

923. You say they are paying rates varying from 5½*d.* to 7*d.*?—Yes.

924. What do you say is the current rate?—Sevenpence halfpenny; they have men from 5½*d.* to 7½*d.* You may ask me where I get the information; I had it from Mr. Pethick himself in his own office that these men were being paid less than 7½*d.* on the plea that they were incompetent. These men were all doing work on the job at Crownhill, which is now very nearly closed, and if these men would be incompetent to do the work, we as a district would like to know what Messrs. Pethick would call competent men, seeing that these men were being paid less than the current rate of wages, and that the work has been passed by the Government official on the job.

925. Your main contention is that Messrs. Pethick are doing work at Crownhill Barracks, and that they ought to pay for walking distance?—Yes.

926. That they do not do, and the Department concerned have not seen their way to insist upon their doing so?—That is so.

927. That is one of the recognised customs in the agreement between masters and men in the Plymouth district, is it not?—Yes.

928. Is there any observation you wish to add?—Besides Crownhill, a correspondence has passed between Brother Dew and the War Office with regard to the north-eastern defences. The north-eastern defences contract is a contract which comes out every three years, and Messrs. Pethick Brothers are the contractors for one of the divisions, which is the north-eastern, and it has been done by the same men who have been engaged at the lower rate, and they have never allowed any walking-time to either of the jobs.

929. Then you raise the same objection, that they are Government contractors, and are not carrying out the Fair Wages Resolution?—Yes, only in the case of the north-eastern defences the radius would be a little longer in some cases. Instead of being half-an-hour's walking-time it would be three-quarters of an hour in some cases, which other contractors in the district have allowed, and are allowing at the present time.

930. But the principle is the same?—Yes.

Mr. *Morrison.*

931. Do any of these men lodge near Crownhill Barracks?—These men I have mentioned are not living or lodging at Crownhill. The men whose wages I have spoken of are joiners working in the shop, and living in the town of Plymouth, which is two and a-half or three miles from the job at Crownhill.

932. Are these men, who are paid 5½*d.* an hour, old men?—No; some of them have served their time, seven years, with Messrs. Pethick themselves.

Sir *Charles Dilke.*

933. How many are there of these so-called incompetent men?—I have the names of six.

Mr. *Austin.*

934. Have you any difficulty with any other employers over the recognition of walking-time?—No difficulty whatever in regard to walking-time. Messrs. Pethick have been the only firm who have refused it. The other firms, Messrs. George Shellabear and Son, Messrs. Hill and Lester, and Messrs. Matcham and Company all pay walking-time.

935. This firm of Messrs. Pethick, who have a large Government contract, is the only firm who ignore this walking-time?—Yes, Messrs. Shellabear and Son and Messrs. Berry in a Government contract, which they have carried out at the Gun Wharf and Bull Point, allow three-quarters of an hour for walking from the boundary to the job, and they have allowed that for 15 months right off; while Mr. Pethick at the present time has not allowed the men a minute.

936. Does Mr. Pethick recognise the hours of labour in the trade?—No, he works the hours that he thinks fit. The hours in our district being 48 hours a week, for so many months out of the year, his men were working 51 hours.

937. Are Messrs. Pethick members of the Master Builders' Association at Plymouth?—Not at the present time; but they were at the time these rules were drawn up in 1893.

938. Since that you complain that those rules have been broken?—Yes, since the rules were drawn up and signed on behalf of the Master Builders' Association those rules have been broken and violated.

939. Previous to that were Messrs. Pethick Government contractors?—Yes, they were.

Chairman.

940. Supposing men who live at Plymouth remove to Crownhill and go into places built for them close to the work, do you claim then that walking-time ought to be allowed?—When you say, supposing places are provided for them on the works or at the job, I may say, for your information

Chairman—continued.

information, that Crown Hill is, to a certain extent, demolished, and when the barracks were started——

941. I do not know that we need go into that; I understand Crown Hill is outside the radius?—Yes.

942. Now, you know that contractors occasionally put up temporary accommodation for the men in order that they may live there whilst the job is going on, and men do go and live there on the spot. Under those circumstances, do you claim that walking time ought to be allowed to them?—I do not think we should, but I may say that has not been done in this case.

943. I am not saying it applies to this case. What trade do you represent?—The carpenters and joiners.

944. How long does it require, in your trade, that a man should serve in order to become what you call fully qualified?—Five years.

945. What age do you take them from?—From 14.

946. Then, at 19, a man may be fully qualified?—He may be.

947. Assume a man who has served his time at his trade, and at 19 or 20 years old enlists and serves seven years with the colours, and then returns to civil life, whilst he is a reservist, should you still consider him a fully competent man?—Yes.

948. Supposing he is not, through want of practice, a good workman, and needs say a year before he can get back all his skill, and, therefore is temporarily unable to do what a fully competent man would do; should you allow him to work for less than the current rate?—We should have no control over him if he was not a member of our society.

949. Supposing he was a member of your society, what then?—If he were a member he would have to get the current rate of wages in the district he was working in.

Chairman—continued.

950. Whether he had lost some of his skill, temporarily, or not?—Yes.

951. Would not that be equivalent to putting him altogether out of employment for the time, because an employer would not give him full wages until he was fully competent?—We consider that a man, after he has been seven years in a trade, is competent at any time.

952. Even though he is very much out of practice?—A man who has been serving with the colours may come back to the tools directly he comes out from serving with the colours, or he may not. We have known cases where men have served with the colours and come back to the tools, and have worked or offered to work for any price they could get.

953. Supposing he did not belong to your association, and an employer was willing to employ him, but not to give him the full rate of wages, at any rate, to begin with, would you object to his receiving less than the full rate?—No.

954. Do you think it would be possible to get an understanding, not only with your organisation, but with trades unions generally, as to the employment of men who have served with the colours temporarily at a less rate than the current rate, because they have lost, temporarily, some of their skill?—I could not say; I would not like to answer that question; it would be a big question.

955. I quite recognise that it is not a small question?—No, it is a big question.

956. I will not press it?—I would not like to answer the question; I represent a district which is composed of naval and military men, and I may be called over the coals for answering such a question, or giving a personal opinion. I am here as representative of 750 members, and, as one individual for 750, I must be careful I do not involve myself or get myself into any difficulty.

Mr. GEORGE DEW, re-called; and further Examined.

Chairman.

957. PERHAPS I might put this point to you, and I will not unduly press you for any answer to it now if you do not wish to give it me; but I would be glad to put it into your mind. Perhaps I might preface what I have to say by telling you that men in the reserve who have served seven years with the colours, and who, before they entered the army, were skilled workmen, but who have lost some of their skill, complain that when they come back to civil life, until they have had an opportunity of getting fully competent again, they cannot get employment, because the trades unions will not allow them to receive less than the current rate, and employers for the moment will not give them the current rate because they are not worth it; they cannot do a day's job, or they cannot do it as skilfully as the employer requires it to be done. The question I put to you is this: do you think it would be possible at all by communication, personally or otherwise, with the representatives of the trades unions to come to some understanding with them which, with their consent, would admit of these men being employed at terms and for periods which they would agree to at less than the current rate until the time when they become fully skilful. I do not press for an answer at the moment if you would rather not give any opinion, but I will be content with putting it into your mind and asking you on some future occasion to give an opinion. It is a practical difficulty with Reserve men at the present moment which I am very anxious to get over if I can, with the concurrence or in conference with the representatives of the trades unions, and it is a matter upon which I think you might be able to help us very much?—I think it is a matter which would require very careful consideration. Of course, if a man had fully served his time, and gone through a proper apprenticeship, I do not think in the time he was serving with the colours his hand would

Chairman—continued.

Chairman—continued.

would have lost its cunning sufficiently for him not to be able to follow the trade again within a week or so of his leaving the regiment. But there are a number of people who are what we call ne'er-do-well apprentices (runaway apprentices I may call them), people who never understood their trade, and who have simply joined the army because they were dissatisfied with their calling. It opens up a very wide question indeed, and I would not like to give a definite reply to it to-day. I quite feel in sympathy with any man who has properly served his time, if he finds any difficulty in getting into regular employment at his trade, and I feel sure that the trades unions of this country are in full sympathy with any such man; but I would rather not give a definite answer to your question to-day.

Sir *Charles Dilke.*

958. I want to ask a question on another subject which I neglected to ask you the other day when you were here, but which I put to previous witnesses who represented general trades. Is there any difficulty at the present moment in finding out either in your trade, or so far as you know, in trades generally, who are the Government contractors; that is to say, both those who have contracts at all and also those who have contracts in respect of particular work which is being done at a particular time?—I could supply the Committee with a list of those who generally work under the Government in the building trade.

959. Have you made it your business to find that out, so far as your trade is concerned?—Yes, I could give the names of a large number who make it a practice to take Government contracts.

960. The Trades Union Congress expressed the desire that there should be a list of contractors published from time to time on the ground that it is difficult in some trades to find out who are, and who are not, doing Government contracts?—It would not apply so much to the building trade; the building work being more public, you can generally find out who is doing the contract.

Mr. *Austin.*

961. As regards the employment of reserve men: supposing a reserve man has a pension or an allowance of so much a day, he is naturally in a better condition to take work than a civilian; he can take work lower than an ordinary mechanic?—Yes, and if he is allowed to do so he would certainly be the means of reducing the rate in the town or district.

962. That would be immediately taken hold of by employers?—Yes, quite so.

963. That is the objection the trade unions have?—Yes.

Mr. *Aird.*

964. Take the case of a man who has had a very serious illness and has been laid up for six months and lost his employment, and who has been in the meantime receiving sick pay from his union; when he gets better, having a wife and family, he is anxious to get to work again, but he has lost his old employer and he is not sufficiently strong to do a full day's work to

Mr. *Aird*—continued.

justify a new employer engaging him; what, under the circumstances, is that man's position as regards the current rate of wages in the trade; would he be allowed, until he was strong enough to enable him to get work, to take a somewhat reduced rate for the time being?—So far as my union is concerned, they would support him as long as he was unable to follow his work, and then, the moment he was able to follow his employment, they would pay him unemployed-pay until such time as he could get into regular work.

965. So as to help him over the difficulty?—So as to help him over the difficulty. But I may say this further, as I believe there is an idea that these trades unions are rather cruel or tyrannical, I may say that when a man is physically incapacitated by some severe illness so that he never recovers his full strength, in such a case the union allows him to work for such wages as in his disabled state he is able to earn.

Mr. *Austin.*

966. That is common to all trade unions?—That is common to all trades unions.

Chairman.

967. Referring to the point which Mr. Austin put to you just now: a reservist, as you know, gets 6*d.* a day or 3*s.* 6*d.* a week for the five years he is in the reserve in recognition of his contract to come up if called upon?—Yes.

968. The trades unions' fear is that the fact of his having that little income might be used to reduce wages generally to the ordinary workmen, men who are not in the reserve?—That is our fear, if we allow that class of men to be employed at less than the current wage.

969. That is what I wished to put to you particularly. I ask you whether, by some arrangement or understanding with the trade unions, we might still provide that that man should be employed under circumstances which would not have the effect of altering, or at all events diminishing the wages of anybody else employed; that is the whole point. We shall see it best, I think, by an example which, if you will allow me, I will put to you. Assuming a man in the reserve getting his 3*s.* 6*d.* a week, and assuming the wages current in the trade are 24*s.* a week; supposing an employer were to say to this man "You are not worth 24*s.* a week, but I will give you 20*s.* a week until you have fully recovered your skill"; that man's total weekly income then would be 23*s.* 6*d.*, whereas the current rate is 24*s.*; supposing that to be the case, how does that tend in any way to reduce the current rate of 24*s.* a week?—It would mean this: Taking a district like Aldershot, where a large number of men are being continually discharged, a contractor, knowing he could get these men at lower rates, would give the preference to the discharged soldiers, and the recognised joiners of that district would hardly get any employment at all.

970. It is with a view to prevent anything of that kind and to get at some established system that

Chairman—continued.

that I had an idea that the trade unions might meet the War Department, which has this obligation as far as it possibly can to employ old soldiers, and hit upon a system under which these men would still be employed, but no harm whatever would come to the ordinary workman. That is what I want to put?—Quite so, but it is a difficult problem.

Mr. *Sydney Buxton.*

971. I suppose one difficulty that might arise would be what you said just now, that many of these reservists congregate in certain districts and in those districts there might be some difficulty with regard to the local organisation and the local workmen?—It would certainly have the effect in those local districts where large numbers were being discharged, of keeping the wages of that district continually low. Mr. Wells, the contractor at Aldershot, told me that that was his greatest trouble; that he was being continually worried to take on this class of men in order to please army chaplains and various good people in the neighbourhood, and he pulled out a whole drawer-full of letters containing the sort of appeals that begging letter writers send asking him to find employment for these discharged soldiers, no matter about the wage; a low wage would do, and so on.

Mr. *Sydney Buxton*—continued.

Mr. GEORGE BARRAND, called in; and Examined.

Mr. *Sydney Buxton.*

972. WHAT are you representing here?—The Kingston Trade and Labour Council, and I am also a member of the Kingston Branch of the Amalgamated Society of Carpenters and Joiners.

973. Will you just state what the complaint is that you wish to bring before the Committee?—That contractors, of the name of Messrs. Oldridge and Sons, who do the repairs at the Kingston Post Office, do not pay the London district rate of wages, although the Post Office is situated in the London district.

974. What is the London wage?—At the present moment, 10*d.* for carpenters, 10*d.* for bricklayers, and the same for plasterers; painters, I believe, 8½*d.* and 9*d.*, and labourers 6½*d.* Prior to this year from 1892, the rate for skilled trades was 9½*d.*, and for labourers 6½*d.*

975. What do Messrs. Oldridge pay?—They do not pay more than, for bricklayers, 9*d.*, carpenters and joiners, 8*d.* to 8½*d.*, painters, 6½*d.*, and labourers 5½*d.* That is the price they were paying prior to this last year.

976. Is this contract still continuing?—The contractors are still at work there.

977. What is the nature of their contract?—The repairs and alterations which are needed at the Post Office.

978. Did they also do the building of the Kingston Post Office?—No, it has been built for several years.

979. It is all repairs?—Yes.

980. Is it the same with regard to the Kingston Barracks?—Yes.

981. I understand you have made complaint to the two Government Departments concerned, the Office of Works and the War Office; have you got your correspondence here?—I have not kept copies of the letters that I wrote to the Departments.

982. Their answers are more material; will you just state the substance of the letters you wrote to them, if you recollect it?—This was my letter: "I am directed by members of the above council" (that is the Kingston Trade and Labour Council) "to draw your attention to the firm of Messrs. Oldridge and Sons, who do work at the Kingston Post Office, and who pay less than the rates of wages for the London district, and work 10 hours per day and 6½ on Saturday, Kingston being within the London district (12 miles radius from Charing Cross). Messrs. Oldridge and Sons do not pay more than 9*d.* an hour to bricklayers, 8*d.* to 8½*d.* to carpenters, 6*d.* to painters, and 5*d.* to labourers."

983. What was the answer?—From the Office of Works I received a formal acknowledgment on the 2nd May, and then, on the 10th May 1895, I received the following letter: "Sir,—With reference to your letter of the 30th ultimo: I am directed by the First Commissioner of Her Majesty's Works, &c., to state that he will be glad to see you at this office on Thursday next, the 16th instant, at 12.45 p.m., on the subject of the rates of wages in the Hampton Court, Kew, and Richmond district. I am, &c., H. W. Primrose."

984. Then, I believe, you saw him in an interview?—Yes.

985. What was the nature of your interview?—Mr. Gladstone asked several questions as to Kingston being in the London district, and he also stated that a representative of the Office of Works had inspected the firm's books (I believe the year he mentioned was 1893), and found that they were paying to bricklayers, plumbers, plasterers, and masons, 9*d.* per hour; as to painters they were paying one 8*d.* and the other 7½*d.*, and to labourers 6*d.*

986. Was the upshot of the interview that the First Commissioner of Works did not see his way to intervene?—He said he would consider the matter, but we heard nothing further of it.

987. Were the rates which, after inquiry, the Office of Works thought this contractor was paying higher than the rates that, in your knowledge, they were paying?—Yes.

988. What did you do then?—When I got back home I made inquiries amongst some of the men who knew the way Messrs. Oldridge were carrying on that work, and they gave me a list of the men who were employed to do the work at Kingston Post Office. The order was issued from Her Majesty's Office of Works on September 4th 1893, and these are the rates of wages that were actually paid on that job: to a carpenter, 8*d.* per hour; two painters, 6*d.*; bricklayers, one at 7½*d.*, and the other, 5½*d.*; as to plasterer-

Mr. *Sydney Buxton*—continued.

it was rather doubtful. There was one man who did do plastering, who was paid 5½*d.*; two labourers at 5*d.*, and one of them did the lathing.

989. I take it, assuming the figures given by the Office of Works were correct, even then you would still contend they were not paying the London rates?—They were not paying the London rates.

990. As regards the Office of Works, you had some further correspondence in regard to the repairs at Hampton Court last year, had you not?—I believe the whole of it comes in the same district, Hampton Court, Kew, and Richmond. Mr. Dorry, of Brentford, is the contractor for it.

991. Then we had better keep to the case of Messrs. Oldridge; what is the nature of your correspondence with the War Office on that point; is it very much the same as with the Office of Works?—Yes.

992. Was anything done by the War Office?—No.

Chairman.

993. What was the date of that correspondence?—My letter is the 3rd May 1895, and in answer to that I received the following reply from the War Office on the 5th: "Sir,—I am directed to acknowledge your letter of the 3rd instant, and to say that the matter alluded to is already under the consideration of the Secretary of State for War."

Mr. *Sydney Buxton.*

994. I understand the same contractors are still carrying on this Government contract, and, in your opinion, are still paying under the London rates?—Yes.

995. Your contention practically comes to this: that being within the 12 miles radius of this agreed-on rate between masters and men they ought to pay those rates, and not merely some rate of their own?—That is so.

996. Is their contention that there is a recognised Kingston rate, which is lower than the London rate?—There is a Kingston and District Association of Master Builders within a radius of five miles from Kingston Market-place, who have drawn up a schedule of rates of their own not submitted to any branch of the building trade.

997. What year was that?—The association was formed on 8th November 1892, or rather that is the first intimation we had of the formation of their association; that is nearly five months after the London district rules were signed.

998. The London district rules being those which were handed in by Mr. Dew?—Yes, the rules of the Central Association of Master Builders.

999. Those rules, I understand, generally, to cover what is commonly called the London district, that is to say, within a radius of 12 miles from Charing Cross?—Yes.

1000. This agreement is signed on behalf of the carpenters and joiners, and on behalf of the Central Association of Master Builders, by eight or ten representatives. I observe that this particular agreement which has been handed in is dated the 29th May 1896, but I understand that

Mr. *Sydney Buxton*—continued.

is in continuation of a previous agreement?—That is so.

1001. Under that, what is the rate of wages?—Tenpence an hour for carpenters and joiners. I do not think the amount is stated in the rules.

1002. It is not stated in this copy; it was stated in the previous one; could you hand in the previous one, so that we could have it on record?—I have not got one with the employers' or workmen's signatures to it. I have a copy which was printed for the London Building Trades Federation (*handing in the same*).

1003. I want one with the signatures. Is the London Trades Federation a federation of masters?—Of workmen.

1004. I take it from you, as we had it from Mr. Dew, that the rates you quoted just now are the rates recognised under this agreement on behalf of the men and on behalf of the Central Association of Master Builders?—Yes.

1005. May I take it that, practically, the large majority of London builders do pay this rate?—Yes.

1006. But that there is a Kingston Association of local builders who decline to pay this rate?—Yes.

1007. Are there any master builders in the Kingston district who pay the London rate?—Yes, at Wimbledon all the builders comply with the London district working rules. At Richmond, it is practically the same; and the Kingston Board of Guardians have invited tenders for a new infirmary and some other work that is to cost about 17,000*l.*, and they have inserted the trade union clause there. It has also been paid on the largest works that have been executed in the Kingston district, or in the five miles radius, in the portion of it that comes within the London district.

1008. So that, substantially, apart from this agreement, it is also the recognised district rate as well?—Yes.

1009. Except by Messrs. Oldridge and Sons, and one or two other firms?—Yes.

1010. Have you anything to say with reference to the other case of Hampton Court, Messrs. Dory; is that substantially the same question?—Yes.

1011. That is to say, they are paying a local rate, and not the London rate?—Yes, or they are paying less than the maximum rate which the association has drawn up.

1012. Have you anything further to add to what you have said?—As to the members of the Kingston and District Association of Master Builders, the plasterers in Kingston have always been able to obtain the London district rate when working upon buildings which they are erecting, and it has been paid by the builders of Kingston themselves. Two of them, Messrs. Messum, who were doing a job at Roehampton, that comes within their district, were paying the carpenters and joiners the London district rate, and Mr. Jarvis, of Surbiton, was building at Wimbledon in 1893, and he paid it.

1013. How long have Messrs. Oldridge had Government contracts?—The first we knew of it was in 1893.

1014. From

Mr. *Morrison.*

1014. From what point is the 12 miles radius measured?—Charing Cross.

Mr. *Banbury.*

1015. I understand that the rate of wages which you contend Messrs. Oldridge ought to pay is a rate of wages settled between the Trades Union, London, and the principal London builders?—It is agreed to by the organised workmen and the organised employers.

1016. In London?—Well, both of them are connected with the National Association.

1017. The organised masters are, I understand, employers who are London men, and who live in the London district?—I take it that they are a Committee who would represent the employers, and wherever or whoever they might be would be no criterion to go by as to whom they represent.

1018. Then I will put my question in another form. Are there any Kingston builders who belong to this Association, who have signed this?—I cannot say whether they are members or not. We have no information as to that, but that they did know of it is actually proved, because Mr. Gaze, who was appointed secretary of this local association, in November 1892, wrote a letter.

1019. I want to know whether they are members of the association which has entered into the agreement with your men?—Of that I have no knowledge.

1020. Then, I understand, there is an Association of Builders in Kingston?—That is so.

1021. And have you any knowledge how many builders form that Association?—Well, I have seen a list that they published in 1893. I counted the names, and I think it was 41.

1022. That being so, it would look as if the majority of builders in Kingston did not recognise the rates and wages which were arranged between the London men and the London employers?—They did recognise it in 1892. It came into force for bricklayers in the month of July. For the other trades it came into force in November.

1023. Do you maintain that the Association of Builders in Kingston, whom you say number 41, pay London wages?—They paid it in 1892 when the agreement was first signed.

1024. And they do not do so now?—No, and they gave no notice to their workmen that they did not intend to do so. They pay it at times. Messrs. Messum last year were paying it at Roehampton; Jarvis, in 1893, paid it at Wimbledon; Collinson, in 1893, paid it for some stables he was building for the Kingston Corporation, and they have paid it right the way through to plasterers.

1025. Is not it a fact that living and house rent are considerably cheaper in Kingston, which is 10 miles from London, than they would be in the central districts of London?—I have asked the question of all workmen whom I have come across, who have lived in London and in Kingston, and they all inform me that they can live cheaper in London.

1026. House rent is not lower, is it?—House rent, probably, may be dear, or the accommodation may not be so good, but taking the whole cost of living they say it is cheaper to live in London than it is in Kingston.

Mr. *Banbury*—continued.

1027. How is it contended that an association of men and masters probably composed of people living in an enormous city like London can bind people who live 10 miles off, where the conditions both of labour and of house rent may be quite different?—Kingston has been, since 1873, in the London district for some of the trades. The employers get the advantage if the workmen do not get it. They make their estimates out on the London district rate. It gives them the market value for the building when it is completed according to that rate.

1028. What I want to know is, how can people who live 10 miles from London be bound by an agreement which is entered into between people who live in London, and where the work is carried on under London conditions?—If it is in the same district it can be carried on just the same.

1029. Kingston, you mean, is the same district as London?—That is so.

1030. Because you who live in London choose to say so?—No.

1031. I understand the Association of Master Builders in Kingston do not recognise it?—The employers who form the association say that they do not recognise it.

Mr. *Sydney Buxton.*

1032. I understood from what you said in reply to my questions, that although there is this Association of Master Builders in Kingston, it does not represent the bulk of the employers?—Well, it may represent the bulk of the local employers, but as to the largest of the work which has been done in Kingston and district, the London district rules have been carried out.

1033. And London rates paid?—And London rates paid.

1034. On what principle is the 12 miles radius fixed, why was 12 miles taken as the figure?—I do not know.

1035. That dates from 1872, does it?—One thousand eight hundred and ninety-two.

1036. Did not it date further back than 1892?—They had a London district, but it was some other district other than the 12 miles radius, but that district included Kingston.

1037. It was something substantially the same, was not it?—I believe so.

1038. You said just now it gives an undue advantage to the Kingston employer in tendering, because he tenders on the basis of the London prices, and then he pays less to his men?—Yes.

1039. I suppose you mean that taking two contractors, one living in Kingston and one living just outside Kingston, being bound to pay the recognised rate under the Government contract, the one would be able, knowing he was going to pay a lower sum than the other to his men, to put in a much lower tender?—He ought to be able to.

1040. I mean he could substantially?—Yes.

1041. And therefore the person who is paying the

Mr. *Sydney Buxton*—continued.

the lower rate would inevitably get the Government contract?—Yes.

Chairman.

1042. I suppose you would admit that the Government Departments have to deal fairly and judicially with their contractors?—Yes.

1043. Supposing you had to decide a case in which it was alleged that a certain rate of wages prevailed, and there was a strong combination of employers in that district who denied that statement, and who resisted the application of that rate of wages to their district, do not you think that would give rise to doubt as to what was really the current rate of wages, and might make it exceedingly difficult for anybody from outside to decide as between the two contentions?—It would make it difficult; but where the rate has been agreed upon between the employers and the workmen, in the case of the Central Association of the Master Builders and the workmen, it becomes the market value, and it is published as the rate of charges in the working conditions in any publication which relates to wages.

1044. I put to you this case, in which, in a particular district, a large number of important contractors say, "We will have nothing to do with the central rate; we will fix a rate amongst ourselves which is a proper rate, and for which we can easily get men to undertake the work, and we will establish that as the current rate"; under these circumstances, who is to come in from outside, and declare, as between those two contending parties which, after all, is the current rate?—It would not be the current rate. When one body takes and draws it up themselves, it would not admit the right of the workmen to say, "We will only work for a certain figure, and that is the current rate."

1045. It is their right undoubtedly, and they do not exercise it in this case; they say, "We are perfectly willing to work for the rate which these contractors have established as the current rate in this particular district"; under these circumstances, how is the Secretary of State for War to come in and say to his contractor, "You shall pay a rate of wages which the combined employers in the district declare is not the rate of wages"; I put it to you as a difficulty; I want to know what you would think about that?—The only way that I can see out of it is for him to recognise the rate which has been agreed to by workmen and employers.

1046. But is there not another way out of the difficulty, not to interfere at all in the case, it being one in which there is absolutely no established rate, so that you cannot get any decision as between the two conflicting parties?—But there is an established rate, and it has been paid for the larger part of the building.

1047. Suppose you were to come here and say that a 30*s.* rate was the proper rate, and some other person holding a representative position like yourself were to come here and say, "No, 29*s.* is the rate." How is this Committee to decide as between you two?—If one has signed rules, and a rate that has been agreed upon between employers and workmen, that surely

Chairman—continued.

must be taken before any single body coming and saying, "This is our rate, and it has not received the sanction of the other party."

1048. One party comes and says, "I produce an agreement between employers and workmen establishing a certain rate." The other party comes, and he produces an agreement as between employers and workmen, or what practically amounts to that, establishing a different and a lower rate. Who is to decide as between those two contentions?—The workmen have not agreed to it. In the district that this Kingston and District Association of Master Builders claim, the majority of the workmen get the higher rate, and that association is formed of employers who pay the lowest amount of wage in that district.

1049. Still there is this. There is a combination of employers on the one side, who say such-and-such is the established rate, and on the other side there is a very large number of men apparently who are willing to accept that as the established rate. Some do not, I know, but there are a large number who do. I ask, acting judicially as between the department and the contractor, how is any head of a department to say under such circumstance that the contractor is wrong. It may be a doubtful question, but how is he to determine that it is wrong?—Take those which have been agreed to first. That is a way out of it.

Mr. *Austin.*

1050. What proportion does the number employed by the master builders bear to the men working in the district altogether?—That I cannot say, but it is a very small number.

1051. I mean the Master Builders' Association. It is a small number?—They have 41 members, or they had in 1893, 41 members. There are a number of them who are small builders, some who do not employ anybody, and some who employ about two men; and there is one case that I know of (one man), the last time he did any building at all was about 16 years ago, and he is a member of that association.

1052. So, although there are 41 so-called master builders, they do not represent the building trade?—No.

Mr. *Sydney Buxton.*

1053. I understand you to say that in that particular district in the first place, there are other employers on a larger scale of business who pay the union rate?—Yes.

1054. And, secondly, that some even of these masters, who have signed this agreement between themselves, on many of their jobs do also pay the union rate?—Yes.

1055. And I understand your position, in reply to Mr. Powell-Williams, is this, that you have on the one side a general agreement between the majority of the master builders throughout the London district, representing an association, and, on the other hand, the men, as represented by their trade unions, who have an agreed-on rate which the men are willing to work at, and which the masters are ready to pay?—Yes.

1056. And that, on the other hand, you have a small

Mr. *Sydney Buxton*—continued.

small district in which a certain number of employers have banded themselves together and formed an association, and have agreed that they will only pay a certain rate?—Yes.

1057. But that that rate is not agreed to in any sense of the term by the men?—No.

1058. And that in this particular district there are, apart from this association, a considerable number of employers in a large way who pay the union rate?—Yes.

1059. And that, secondly, even among these employers themselves, on certain jobs, these employers do pay the union rate?—Yes.

1060. And therefore you would contend, when it came to the question of a Government contract, they ought to be forced to accept the agreed upon rates, and not their mere individual opinion as to what the rate is?—Yes.

Mr. *Banbury.*

1061. I understood you told me you could not say for certain whether there were any Kingston builders in the London Association?—I could not say.

1062. You have just told Mr. Sydney Buxton that there were. You say that a certain number of masters in this town have paid the London rate, but that does not prove that they entered into an agreement to pay the London rate always. As a matter of fact, I think they are not doing so now?—I was at work last year in the radius of the Kingston District Association of Master Builders, and I was one of four sent in to interview the employer before the 18th May, when the carpenters and joiners were going to take action in London, and the employer said to us that he had been asked on several occasions to become a member of the Central Association of Master Builders, but that he declined, and he was going to abide by their decision; if they decided to advance the wages to the carpenters and joiners, he would do so, and rather than cause any trouble in his works, he would commence paying it from the Saturday.

Mr. CHEESMAN, called in; and Examined.

Mr. *Sydney Buxton.*

1063. WHAT do you represent?—The National Mail Drivers' Association.

1064. I have in my hand four cases of complaints. May I take that, with the exception of the one point of union and non-union men, which I will raise separately, they are all substantially the same?—No, they are four different cases.

1065. Then take McNamara first; explain the position?—The complaint with reference to McNamara is that they do not pay the current rate of wages, that the general treatment is anything but satisfactory.

1066. Where does McNamara live?—The chief office is Finsbury.

1067. London?—Yes.

1068. They do not pay the recognised rate. Are the hours longer than the customary hours?—Yes.

1069. Anything else?—The general treatment is not satisfactory at all.

1070. Have you made a complaint to the Post Office?—Several complaints have been made.

1071. You say they do not pay the current rate. What do you consider is the current rate?—I have got several rates that are paid in the London district.

1072. What do you consider the current rate in London for mail-cart drivers?—They are a class entirely by themselves. There are no other mail-cart drivers; therefore it is impossible to say what is the current rate for mail-cart drivers; we can only compare them with the rates that are current to other drivers.

1073. By that you mean that all the mail-cart drivers are under contractors?—Yes, that is it.

1074. And it is only a question of comparison as between them and other classes of work?—Yes, that is so. It would be impossible to say this is the current rate for mail drivers because there are no other mail drivers.

Mr. *Sydney Buxton*—continued.

1075. You said just now that your argument was that they were not paying the current rate; by that you mean the pay is insufficient?—In comparison to that paid by other firms in London.

1076. Other firms for similar work you mean?—Somewhat similar work.

1077. For instance, what sort of work?—The London County Council pay their carmen, single horse drivers, 27*s.*, and pair horse drivers, 30*s.* a week. That is the ordinary carman.

Chairman.

1078. I understand you to say you represent an organised body of mail-cart drivers?—Yes, that is so.

1079. And you tell us you have not established a current rate for them?—No; there is no outside trade to establish a rate by.

1080. I suppose your organisation includes a large number of mail-cart drivers, does it not?—Yes.

1081. They have not settled amongst themselves to establish a current rate of wages?—Yes, they have. They have settled what their wages ought to be. They consider their wages ought to be from 30*s.* to 35*s.* a week, and I will endeavour to prove that by the rates of wages that are paid by other firms. There is no comparison whatever between mail drivers and other drivers in London.

Mr. *Sydney Buxton.*

1082. I understand your contention to be this; there are certain contractors for mail-cart services; practically, they absorb all the mail-cart drivers because naturally they are all put out to contract; I think you are not able to state what is the current rate because there are no absolute comparisons that you can make, but you are prepared to allege that, taking them at drivers of carts, and taking into account the rate that

Mr. *Sydney Buxton*—continued.

that other employers pay, they are not receiving a sufficient rate of pay; is that your contention?—That is so.

1083. Before going into that, just state what efforts you have made to induce the Post Office to come to an agreement with you in the matter?—I might say, in the first instance, it has been a very difficult matter for the Mail Cart Drivers' Trade Union to make any organised effort with reference to these grievances, for the simple reason that in certain of the yards owned by the contractors men are not allowed the ordinary right of combination; in fact, they are prohibited from combining. Hence the efforts they have made have been somewhat spasmodic, and perhaps have not been just as other trades unions would have made those efforts. In 1895, Mr. Keir Hardie arranged a deputation to Mr. Arnold Morley, the Postmaster General, when the matter was fully laid before him. In November 1895, a petition bearing upon the general grievances, the hours, pay, and general treatment was forwarded to the Postmaster General.

1084. You say you had a deputation to the Postmaster General in 1895?—This was outside men entirely, I believe.

1085. How do you mean "outside men?"—Public men; I do not think the drivers were represented.

1086. Not the employés?—No, they were sympathisers.

1087. Do you know what the result of the deputation was, at all?—Simply *nil.*

1088. Do you know on what ground?—I do not at all. In fact, it was a private deputation, reporters were not allowed to be present; so that their deliberations were not made public.

1089. Have you made any other communication?—Yes. There was a petition forwarded in November 1895, which was sent up under the following circumstances. On Monday, 26th May 1895, at a meeting of mail cart drivers at Clerkenwell Green, this resolution was passed: "That this meeting of mail cart drivers publicly protests against the statement made by the Postmaster General in the House of Commons, that mail drivers only had four-and-a-quarter hours work per day, and we demand to be allowed to state our grievances before the Post Office Committee of Enquiry." That was the Committee that was sitting under Lord Tweedmouth. In reply: "General Post Office, 4th June 1895, Sir, I am directed by the Postmaster General to acknowledge the receipt of your letter of the 30th ultimo, asking that the mail cart drivers may be allowed to state their grievances before the Post Office Committee of Enquiry. In reply, I am to state that the enquiry cannot be extended to persons not directly employed by the Department, I am Sir, your obedient servant, H. Joyce." The petition was sent up in December 1895, that followed on. No acknowledgement was received.

1090. A petition to whom?—To the Postmaster General, bearing upon the general grievances, the pay, and so on. No reply was received to that memorial; no acknowledgment, and, writing to know the reason why this memorial had not been acknowledged, the mail drivers received the reply that it had not been received, whereupon another petition was forwarded. I believe it was handed personally by Mr. John Burns to the Duke of Norfolk. That has not been replied to.

1091. What is the nature of the petition; do you mean what you have stated to us?—What I have stated to you, namely, the hours that they were working, the wages paid, and the general treatment.

1092. Then your Association has endeavoured to place the case of the mail drivers before the Post Office on more than one occasion, but apparently been unable even to get an answer?—That is so.

1093. Now you have given us the case of Messrs. McNamara. What is the distinction between that and the case of Messrs. Birch?—The distinction in the wages.

1094. The amount of wages?—Yes. McNamara's pay 21*s.*, 22*s.* to 24*s.* 6*d.*, mostly 22*s.* a week, sometimes 24*s.* 6*d.*, and in one or two cases they pay 26*s.*

1095. What do Messrs. Birch pay?—20*s.* to 23*s.*

1096. Where is their office; are they a London firm?—Oh, yes; they have several depôts, one at Kentish Town, one Notting Hill, and one at Chelsea.

1097. You would contend, I suppose, that whatever may be the difficulty of deciding what is the recognised rate, Messrs. Birch cannot be paying a fair rate, inasmuch as they pay from two to three shillings a week less than Messrs. McNamara do for the same work?—Yes that is so.

1098. Have you anything further to say about Messrs. Birch?—Have you passed from Messrs. McNamara.

1099. No, I am going back. Have you anything further to say about them?—No, I do not think I have anything special to say about Messrs. Birch.

1100. Now Messrs. Webster; have you anything to say about them?—The wages paid by Messrs. Webster are 20*s.* to 22*s.*

1101. Even less than Messrs. Birch?—Yes.

1102. Are they a London firm too?—Yes.

1103. Have you anything further to say about them?—No.

1104. Now Messrs. Allen?—Their standard wage is 25*s.* a week.

1105. What do you mean by their "standard wage"?—It is rather difficult to understand how they arrange it, but it seems that they pay 25*s.* a week for, say, a 12 hours day, and then they occasionally add a little bit on to the men's work and give them a little extra pay; so that some men are getting as much as 30*s.* a week, but this is made up of extra work.

1106. What I want to arrive at is whether Messrs. Allen pay more or less than those other firms you have mentioned, taking it all round?—Well, under those circumstances they pay a trifle higher wages than either of the others.

1107. Substantially more, I think, from the figures you have given us?—Yes.

1108. May I take it practically in round figures that Messrs. Allen pay 25*s.*, Messrs. McNamara pay about 24*s.* 6*d.*, Messrs. Birch 22*s.*

Mr. *Sydney Buxton*—continued.

22*s.* to 23*s.*, and Messrs. Webster 21*s.* That is taking the mean?—Yes.

1109. Are Allen's London people?—Yes, Goswell-road.

1110. Then we have four Government contractors, all living in the London radius, and all paying different rates of wages to their men?—Yes.

1111. Under the circumstances you think it ought to be the duty of the Department to intervene in the matter?—Yes.

1112. As regards the question of wages, and so on, have you anything further to add?—Well, I would like to give the particulars of wages that are paid outside.

1113. Give us a few?—London County Council: for carmen, 27*s.* to 30*s.*; single-horse, 27*s.*; pair-horse drivers, 30*s.*

Sir *Charles Dilke.*

1114. Is that day work?—Yes.

Mr. *Sydney Buxton.*

1115. Is that substantially the same work as the mail cart drivers have to do?—No, it is carting timber and the like about.

1116. Have you got any figures that would show what they pay for their lighter work; they must have a certain amount of similar work; take Carter, Paterson, for instance?—No, I have not got that. The drivers that take round the weights and measures to weigh the coals are paid from 25*s.* to 30*s.* a week.

1117. Are they wagons?—No, simply carts that take scales round; and they drop upon a coal merchant or his cart, and weigh the coals to see if they are sufficient weight. They give them an initial rate of 25*s.*, rising a shilling annually to 30*s.*, with half pay during sickness. Another advantage they have is continuity of employ. That the mail drivers do not have. Mail drivers are employed daily; they are paid weekly, but they have a daily hiring. The London Road Car Company pay 6*s.* a day for the first 12 months, 6*s.* 6*d.* after; 12 hours a day.

Mr. *Banbury.*

1118. Those are the men on the omnibuses, and very fine coachmen?—Yes.

Mr. *Sydney Buxton.*

1119. Have you anything more similar in nature to this?—We want very fine coachmen. I maintain the best coachmen possible are wanted on the mail service, when one considers the value that they carry and the times they have to keep.

1120. Can you give us any rates that are paid by some of those evening newspapers, because that is to a certain extent similar?—I cannot accept that the evening newspaper van drivers are like the mail drivers at all. Their work is similar in some respects, but the value that they carry is altogether different, and the hours of labour as well. W. H. Smith and Sons, newsagents, pay 25*s.* with facilities, that is, an extra duty, to bring their wages up to 27*s.* or 30*s.*

1121. You mean 25*s.* is the minimum?—Yes.

1122. Have you got any other firms of that description; the Army and Navy Stores, do you know what they pay?—No, they would pay considerably more. The Battersea Vestry pay 27*s.* a week of eight hours a day.

1123. I do not know that we shall get much further by going into these particulars. The figures you have given us show substantially that for more or less the same class of work the rate paid is higher than that of those four contractors to whom you have referred?—Yes.

1124. Why have you mentioned those four contractors and not others?—Because they are the only four contractors in London.

1125. Have you anything further to add about their wages?—I would like to add that men on entering the service, say, of Messrs. McNamara do not get an initial wage of 21*s.* a week. They are employed first of all as odd men. Their pay is as follows: they have to attend in the morning at 2 o'clock and stay till 8; they attend in the evening again at 5 and stay till 7, for which they receive 8*d.* for the six hours in the morning, and 4*d.* for the two hours in the evening. That is providing they do not get runs out. If they get a run then they are paid accordingly.

1126. That is all in the same connection, that they do not pay a sufficient rate?—That is so.

1127. I think you have put that substantially before us. I think the Committee cannot go into the exact figures more than generally as you have put them. I think you have put them clearly?—Well, the hours are 11 to 15 and 16 per day. I would like to give you one or two services that these men perform, to show how their time is taken up.

Chairman.] I think you have put enough on that to show your case. I do not think you need elaborate your case any more.

Mr. *Sydney Buxton.*

1128. Unless there is anything further you want to put in regard to that, I think you have placed the Committee substantially in possession of your view, and you have given us some very interesting figures to show, as I understand, your case to be that practically these contractors are (comparing the work with more or less similar work) not paying a fair rate?—Yes.

1129. I do not think you need elaborate the figures. I think we have enough in our minds about it, unless you wish to speak with reference to anything further?—There is the overtime.

1130. That is in the same connection; it is not our business to go into particulars; it is only to see the connection?—I do not know that it is similar to the other, because overtime is compulsory, Generally speaking this is not compulsory, and it seems hard that after men have done 17 hours in one day they should be compelled, on pain of suspension and dismissal, to work on after that time; and I would like to speak of the fines inflicted on the men.

1131. Put it generally?—Sunday duty is compulsory. The pay for overtime and Sunday duty by McNamara is 3½*d.* and 4*d.* an hour. For refusing to do overtime and Sunday duty they are suspended and often dismissed. As to the deductions and fines in connection with McNamara and Company, there is what is called an accident fund, so that the drivers in receipt of

Mr. *Sydney Buxton*—continued.

of over 20*s.* a week, have 6*d.* a week deducted towards an accident fund. This accident fund goes entirely to pay for any damage that may be levied against the contractor. It was supposed, and it would appear on the surface, that it was for the benefit of the men, but if a mail driver meets with an accident and breaks his shaft, for instance, the amount of a new shaft is deducted out of his wages at the rate of 2*s.* a week until the whole is paid for, and the same with reference to other things. If he got his cart damaged and they considered that it was negligence or anything of the kind on his part these deductions would be made.

Chairman.

1132. You may tell us generally that very strong fines are enforced?—I would like to read them.

1133. I will not take it; we will not trouble you further in detail.

Mr. *Sydney Buxton.*

1134. We here have to decide with reference to the general broad question, and I think you have given us quite enough information at least to justify your allegation of the general position of these men under these Government contractors, and I rather agree with the Chairman, I think it is unnecessary to elaborate it further?—I would like to hand in a list of fines if I may.

1135. You may hand in your paper?—This is it. [*The following was handed in.*]

McNAMARA & Co.

Wages for Regular Service.

21*s.* per week, single horse, 3*s.* 6*d.* per day, six months.
22*s.* per week, single horse, 3*s.* 8*d.* per day, next 18 months.
23*s.* per week, single horse, 3*s.* 10*d.* per day, after two years' regular service.
22*s.* per week, pair horse, 3*s.* 8*d.* per day, first six months.
24*s.* per week, pair horse, 4*s.* per day, next 18 months.
25*s.* per week, pair horse, 4*s.* 2*d.* per day, after two years' regular service.

System of Increase in Wages.

Written applications have to be made.
Result.—Often not obtained till months overdue.

Odd Men.

All drivers are first odd men, and attend every day at 2 a.m. to 8 a.m., and 5 p.m. till 7 p.m., and receive 8*d.* and 4*d.* respectively for this. If he takes up a run he is paid at the rate of 4*d.* per hour while out, but sometimes does not get a run.

No definite period for such service.
Regular service as vacancies occur.

Hours.

Eleven to 15 and 16 per day. *See* Service.

Overtime.

First.—Compulsory.
Second.—Payment, 3½*d.* and 4*d.* per hour.

Mr. *Sydney Buxton*—continued.

Sunday Duty.

First.—Compulsory, once a month.
Second.—Payment, 3½*d* and 4*d.* per hour.
For declining to do overtime or Sunday duty, suspension or often dismissal.

Deductions and Fines.

Accident fund, 6*d.*, 4*d.*, and 3*d.*, per week, according to wages. viz.: 1*l.*, 6*d.*; 16*s.*, 4*d.*; less than 16*s.*, 3*d.*

No sharing out.

For damage to driver's vehicle, 2*s.* per week till amount is paid.

Wearing private hat, whatever cause, 6*d.*; second offence, 1*s.*

Omitting to have way bill stamped four times daily, 6*d.* each omission.

Smoking: 1*s.*, first offence; 2*s.* 6*d.*, second.

Lamp going out, 1*s.*

Loss of rule book, 1*s.*

General irregularities, dismissal and forfeiture of all moneys due.

Absent, 1*s.*

Late, 6*d.*

Failure to do trip, cab-fare or substitute.

Overdriving, heavy fine first offence; second, dismissal.

Illness, without sending doctor's certificate, first and second offences, 1*s.*; reduce to odd man for subsequent offence.

Temporary drivers for same offence, stopped one week.

Loss of knee apron or unfair usage, 5*s.*

Loss of loin cloth or unfair usage, 3*s.* 6*d.*

Loss of pole chain rings or unfair usage, pay for new ones.

Broken lamps, cost of same (new ones).

Broken harness, cost of repairing stopped.

Loss or damage tarpaulin covers, cost of same.

1136. There is another point, the question of union and non-union men. I understand you wish to say something with reference to Messrs. Allen and Son in regard to that matter?—Yes. Messrs. Allen have the following notice posted in their yard: "Notice to drivers. Drivers are cautioned against joining any trades union or similar society, or becoming a member of any such association. Any man found becoming a member will render himself liable to dismissal. February 23rd 1897. Signed, J. D. Dunsmuir, manager."

1137. That is to say, practically Messrs. Allen are drawing a distinction between union and non-union men?—That is so.

1138. Are you aware on the 3rd August 1893 the then Government pledged themselves that in all future contracts under the Fair Wages Resolution no preference should be given by contractors as between union and non-union men?—Yes.

1139. And, therefore, in your opinion, this is a breach of that undertaking?—Undoubtedly.

1140. Have you any similar case of that?—No, except that in one other yard the men are intimidated very much in the same way, not by an order, but by general instructions that are issued by the manager there.

Mr. *Broadhurst.*

1141. What has been the effect of the notice by Allen's firm about unionists?—That very few men

Mr. *Broadhurst*—continued.

men join the union for fear of dismissal. It was difficult to get one man who would have the courage to copy the notice down for the information of this Committee.

1142. The effect of it is to largely destroy, if not wholly destroy, any united action on the part of the men in that firm?—Undoubtedly.

1143. And your complaint is that it is against the spirit of the promises made by Governments?—Yes.

1144. That no distinction should be made between union and non-union men?—That is so.

1145. Then do you know those four-horse conveyances that run from London to Brighton?—Yes.

1146. Who supplies the horses?—The contractors.

1147. I will take the whole of them, and say similar to the Brighton service?—The contractors.

1148. What contractors; is it different contractors?—No; I think McNamara's supply all of these.

1149. That is what I want to know; is it one firm only?—Yes, I think so. NcNamara's, I believe, supply all these.

1150. Do you know anything about the wages of those men?—No, I do not.

1151. Why do not you know?—They are paid a special rate of wages. There is a witness here who will tell you what their wages are.

1152. Now, I am not going through the evidence which Mr. Buxton has already obtained from you, but what is your proposal with regard to it; what is it that you want?—We think the drivers should receive, considering the important nature of their work, at least from 30*s.* to 35*s.* a week; that they should have continuity of employment.

1153. What do you mean by "continuity of employment"; do not they have continuity now?—No, they are employed on a daily service.

1154. Liable to be discharged at a day's notice?—At a day's notice, and liable for accidents.

1155. Do you mean that they are sometimes employed, say, two or three days a week, and then for the remainder of the week they have no employment?—The regular service men have regular duties, but they are terminated at the end of each day. They have no guarantee of their coming on to-morrow. They may be dismissed at the end of each day.

1156. Are they dismissed sometimes?—Yes, they are dismissed at the end of each day. They would be suspended.

1157. Is this the case; as a matter of fact they are in regular employment, but they are liable to irregular employment under the system of hiring?—That is so.

1158. What do you mean by overtime; under what circumstances is overtime necessary?—For instance, when a man has done, say, he takes his horse home. He has been on perhaps 16 or 17 hours a day, and there is a mail comes in. He is ordered at once to go and meet the mail. He may be soaking wet through, or he may be incapacitated. That is overtime.

1159. Does it arise in consequence of not having sufficient men in the employ, or some person being ill or unexpectedly away?—No, it is an emergency that they could not very well perhaps guard against.

1160. You refer to the mails that arrive by sea?—Yes.

1161. Do you suggest that it would be better for the Government to own all these services themselves, and for the men to be directly employed by the Government?—Yes, undoubtedly; and I believe it would mean a saving of time and of labour as well.

1162. And better services?—And better services, and better treatment for the men.

1163. Do I take it that what your view comes to is this: that the Government gets a great service rendered to the community by means of sub-contracting and avoid the moral responsibility under which the contract is carried out?—That is so.

1164. That is your case?—That is so. At the same time they have a hold upon the drivers, inasmuch as they compel them to be sworn in before a magistrate, and to go through the formula just as they would an ordinary civil servant.

1165. The same as the telegraph boys and girls?—Yes, that is so.

1166. You contend that an unfair wage is made further and more unfair by a permanent deduction of 6*d.* per week from each driver towards some accident fund?—That is so.

1167. And this accident fund he has no knowledge of whatever?—No.

1168. And never gets any return from; but his own accidents he has to pay for out of his wages; say a broken shaft?—Yes.

1169. At the rate of 2*s.* per week?—Yes.

Sir *Charles Dilke.*

1170. Will the witness who is coming only speak as to these suburban drivers; London to Guildford; and things of that sort, or will he be general?—Yes, general.

1171. On the country mail-cart drivers?—Yes.

1172. The country at large?—No; I think he will confine himself to London; only to those special trips that you were mentioning to Brighton, and so on.

1173. Is there anybody you know of who can tell us anything about the country mail-cart contracts?—I do not know.

1174. There would be a difficulty, would there not, in the Government employing the country mail-cart drivers, inasmuch as a very large number of them exist only with respect to a short drive, say, of an hour once a day?—That may be so.

1175. From places where there is no railway to a railway for a single mail a day or two mails a day?—In those towns it would difficult.

1176. With regard to the London cases you have mentioned, was that matter of the exclusion of trades unionists taken up by you?—No; it was not taken up, for the reason that it was impossible to get a copy of the order.

1177. You have only just succeeded in proving it?—Yes.

1178. Then it has not been brought before the Postmaster-General?—No; not at present.

1179. With

Sir *Charles Dilke*—continued.

1179. With regard to the mail-cart driving, a great deal of it is night work, is not it?—Yes.

1180. And most of it is fast driving?—Yes.

1181. Therefore, naturally, you would expect a better rate of pay than for day driving and slow driving?—Yes.

Mr. *Banbury.*

1182. If you drive fast at night you do not want so much skill, as there is not so much traffic about you?—It is night and day driving too.

Mr. *Austin.*

1183. How long has your society been in existence?—I could not say.

1184. Do you occupy any official position?—Not myself. The Trade Union is affiliated to the United Government Workers' Federation, and we are giving evidence as a protection to the mail drivers; we are taking the case up, although they are prepared to substantiate the case.

1185. As regards the notice that was posted up in Messrs. Allen's yard, were there any union-men employed at that time?—Yes, I believe a few men.

1186. What was the immediate effect of that notice?—Well, that it was impossible to get others to join the union or to give any information whatever.

1187. The men that belonged to the union at the time the notice was posted up, did they sever the connection on that account?—No, I do not think they have severed their connection.

1188. But still, if it became known they were members, they would be dismissed?—They would be liable to instant dismissal.

1189. What efforts have you made within recent years; considering from your evidence already given that there is such a wide difference in the rates of pay, what efforts have you made to raise the wages?—Simply the efforts that I have mentioned, in petitioning the Postmaster-General and in passing resolutions and trying to get the grievances remedied in that way, and endeavouring to get the grievances before the Post Office Committee of Inquiry.

1190. To what extent have you been successful?—There has been an absence of success entirely.

Mr. *Aird.*

1191. How long have you taken this matter up?—During the last month, about the last month, when we knew that evidence was going to be given before this Committee, the United Government Workers' Federation took it up from that point.

1192. Previous to last month you knew nothing about it?—Only general knowledge.

1193. You have spoken as regards the result that has occurred with reference to this notice as to Trades Unions; do you speak of that from your own knowledge?—Yes, and from information supplied as well.

1194. During the last month?—That is so.

Mr. *Morrison.*

1195. Do I understand you to say that you contend that the drivers should receive from 30*s.* to 35*s.* a week?—That is so.

1196. You would not call that a rate of wages current in the trade, would you?—I should. I should say it was a fair current wage, considering the omnibus drivers and others of like character.

1197. You have given us a number of figures relating to other outside firms, showing that the current rate is 27*s.* to 30*s.*?—Well, I did not complete the list. I should have given you figures that ran higher than that; the General Omnibus Company, for instance, 12 hours per day, wages 6*s.* 6*d.* per day.

1198. I am speaking of trades which are analogous to that of mail driver, like that of W. H. Smith and Sons; they pay 27*s.* to 30*s.* a week?—Yes.

1199. And you say you think, instead of being paid 27*s.* to 30*s.*, your men ought to be paid 30*s.* to 35*s.*?—That is so.

1200. And therefore you are of opinion that mail drivers ought not to be paid the rate of wages current in the trade; that is the purport of your evidence?—We do not acknowledge that Smith and Sons is a proper comparison. We think that the comparison would better be drawn with the ordinary omnibus driver.

1221. Driving an omnibus is rather more difficult thing than driving a mail cart?—I should say not.

Mr. *Banbury.*

1202. Have you ever tried driving an omnibus?—No.

Chairman.

1203. There is only one point upon which I want to ask you a question, and that is in relation to overtime; will you assume the case of a contractor who employs his men ordinarily for eight hours a day, but occasionally they have to work 12 hours a day. He has, we will say, 20 men in his employment, and 20 vans for which he has to provide drivers; how is it possible for him to avoid employing these men overtime when the necessity arises?—In the first place there are no contractors that employ men simply for eight hours a day.

1204. Will you just take the illustration as it stands?—I do not see how they could avoid overtime under those circumstances, but I do see how they should be compelled to pay a proper rate of pay for the overtime.

1205. It would amount to this, would not it, that he would have to get in 20 fresh men in order to work four hours each. If he did not employ his established 20 men for the extra four hours, he would have to get in 20 men from outside in order to provide for 20 drivers for the 20 vans that would have to work four hours a day more on certain days?—Yes.

1206. He could not do it, could he?—He could not do that, but that is very far-fetched. A contractor would not have every man out on extra duty in that way.

1207. I want to make it perfectly clear, to myself at any rate, that it is absolutely necessary for

Chairman—continued.

for a contractor at times to call upon his men to work a little overtime, because he could not possibly get men to come in to work for a very few hours?—That is so, but I would like to give you just one case of overtime by Messrs. Webster & Company.

1208. I only wanted to clear up that point. I do not think we need take it any further.

Mr. WILLIAM COSTELLOE, called in; and Examined.

Mr. *Sydney Buxton.*

1209. YOU have heard Mr. Cheeseman's evidence. Have you anything further to add; I do not think you need go over the same ground. We may assume, so far as you go, you confirm his evidence?—I can confirm his evidence, and I should like to point out the severe responsibility on the mail drivers. It seems to be assumed from a question I heard that the driver of an omnibus is a much more responsible person than the driver of a mail cart.

Chairman.

1210. It is a question of wages we are upon; I do not think we need trouble you upon that; I think it is fully before the Committee that it is contended on your part that the drivers have considerable responsibility. That is what you want to say, is it not?—Yes.

Mr. *Sydney Buxton.*

1211. And that, taking into account their responsibility, they do not receive a fair rate of wage?—Yes, that is so.

1212. Have you anything further substantially to add to Mr. Cheeseman's evidence, except generally that you endorse it and confirm it?—I do not think I can say anything further than Mr. Cheeseman said, except to fully endorse it as a driver myself.

1213. Whom do you work now for?—I cannot say that I work for the Post Office contractor at the present time. I have left some six months ago, but I represent the association as chairman.

1214. You know the sort of work?—Yes, I have been in the employment for three years.

Mr. *Broadhurst.*

1215. Which firm?—McNamara.

1216. Were you a driver of a single-horse cart about London?—Yes, the latter part of the time; I started on a pair-horse van.

1217. Which stations?—Post office to post office.

Mr. *Austen.*

1218. Are you chairman of the union?—Chairman of the association.

1219. How many members are in it?—About 120.

1220. What proportion does that bear to the whole number?—I should say about one-fourth.

1221. As regards the correspondence that passed between your association and the Post Office department, the last witness said they were not successful at all; is that so?—That is quite correct. We have gained no benefit from any communication we have held with the Post Office.

1222. Were your communications always replied to?—All, except in one case. The last letter we sent personally to the Duke of Norfolk, handed to the Duke of Norfolk by Mr. John Burns, we have never even had an acknowledgment of.

Mr. *Austen*—continued.

Mr. *Broadhurst.*

1223. Do you know anything about the special service that leaves London to various places with the four-horse van?—Well, very little. It is almost a private concern.

1224. In what way is it a private concern?—The man is engaged privately. It is not known generally what their conditions are.

1225. Is the service worked by one of the three firms that do the Government contracts; is McNamara one?—McNamara works the London and Brighton and the London and Tunbridge Wells coach.

1226. And other firms work other coaches?—Mr. Birch works the London and Chatham, the London and Windsor, and the London and Kingston, I believe. Mr. Webster works the London and Colchester. I believe Mr. Webster has the Guildford coach, but I am not certain.

1227. All those are four-horse services?—No, the Windsor and Kingston, I believe, is only two-horse. The London and Tunbridge Wells is three-horse. The London and Brighton is four-horse, and the London and Chatham is four-horse, and the London and Colchester is four-horse.

Chairman.

1228. Have you ever driven any of them?—None of the four-horse coaches.

Mr. *Broadhurst.*

1229. In what respect are those contracts special?—They do not seem to be taken on in the usual way as ordinary mail drivers are.

1230. Is it special with respect to the quality of the horses?—Well, yes, it is.

1231. In regard to the skill of the drivers?—Yes, decidedly so.

1232. And their character?—Well, yes. Generally speaking all mail drivers are supposed to bear good characters.

1233. But these specials that go through the country in the night with valuables, they have a special investigation, a special reference?—I cannot say that.

1234. And you do not know their wages?—I do not absolutely know their wages. I believe the London and Brighton is 2*l.* 12*s.* per week, but I am not certain.

1235. The driver?—Yes.

1236. What is his service?—I think somewhere about 10 or 11 hours per night.

Mr. *Banbury.*

1237. He gets 2*l.* 12*s.*?—I believe so, but I am not certain, because it is rather outside our association.

1238. Then

Mr. *Broadhurst.*

1238. Then they are an exception to the general service?—They are an exception to the general service.

Mr. *Banbury.*

1239. A four-horse man would expect to get more?—Certainly, it is only natural.

Mr. *Broadhurst.*

1240. That service to Brighton does not run on Sunday night?—No. I do not think any of the coaches leave London on Sunday night.

1241. They go on Saturday night?—Yes.

1242. And do they return from Brighton on Sunday?—Yes, on Sunday morning.

Mr. SYDNEY BUXTON, a Member of the Committee, Examined.

Chairman.

1243. I THINK you wish to give us some evidence, or to get something on the record at any rate, as to the question of the employment of union and non-union men; you were a member of the late Government?—Yes.

1244. And as a member of the late Government you made a statement, I think, in the House of Commons in 1893 on the subject?—Yes.

1245. Will you let us know what it was?—Why I asked to give evidence on the point was this: that the Chairman raised the other day a question as to how it came in connection with the Fair Wages Resolution. What occurred was this: on the 3rd August 1893 Mr. Woods moved a reduction of the salary of the Secretary of the Treasury, I think it was, in order to raise the question of the dismissal by Messrs. Corquodale, Government contractors, of certain men because they were trade unionists. After some debate on the point, I was asked as a member of the Government to speak on behalf of the Government, and to give a pledge in regard to this matter. I will read the Hansard report of what I said. It has not been corrected, but I think it is substantially correct: "What the House desired to establish in 1891 as a principle was, that there ought to be no bar to prevent trade unionists from doing work under Government contracts. He should certainly consider it would not be carrying out the spirit of the Resolution of the House if an employer dismissed men from his service simply on the ground that they

Chairman—continued.

were trade unionists or wished to become trade unionists. The Government would consider that any preference given to a non-unionist against a unionist, in regard to Government printing, would be, to a large extent, against the principle of that Resolution. As regarded this particular contract, he had been authorised to say that this was a running contract, and six months' notice was required to terminate it; and that when notice was given of the termination of the existing contract, the question of unionists and non-unionists would be taken into consideration, and one of the terms and conditions of the renewal of the contract, if it were renewed, or in giving it out to another contractor, would be the insertion of a clause that no preference should be given as between unionists and non-unionists." There was some subsequent debate, in which several Members took part, and Sir John Hibbert, as representing the Treasury, was asked for a further pledge in regard to the matter, and he stated, "that, in his opinion, the Government work should not be given to firms who were not prepared to deal equally between unionists and non-unionists. He would undertake that the question would be re-considered, and re-considered in this way: that the Government would be justified in refusing to enter into contracts with firms who were shown to have acted as this firm had done"; and thereupon, upon that pledge, Mr. Woods withdrew his motion, and there the matter dropped.

Monday, 5th April 1897.

MEMBERS PRESENT:

Mr. Austin.
Mr. Banbury.
Mr. Sydney Buxton.
Sir Charles Dilke.
Mr. Morrison.
Sir Matthew White Ridley.
Mr. Powell-Williams.

SIR MATTHEW WHITE RIDLEY, BART., IN THE CHAIR.

Mr. HARRY FORD HAYES, called in; and Examined.

Mr. *Sydney Buxton.*

1246. WHAT do you represent here?—The Portsmouth Trades and Labour Council.

1247. I understand you have several cases to bring forward; which case will you take first?—The case of Messrs. Lowe & Son, of Gosport.

1248. What is the nature of the work that that contractor is doing for the Admiralty?—When the complaint was made he was altering some stores; rebuilding some stores.

1249. When was that?—The 28th March 1893 is the date when my first letter was sent about the matter.

1250. What was the nature of the complaint?—That he was not paying the current rate of wages to the labourers in his employment.

1251. Have you got the correspondence here?—Yes. I may say that all my letters dealing with the violation of the Government Contract went through our local Member, Sir John Baker.

1252. Your complaint, I take it, substantially was that the fair rate was not being paid?—Yes. I put the two men on oath, and had affidavits of the two men on oath.

1253. Do I understand the complaint was this, that Mr. Lowe, who was a Gosport contractor taking work in Portsmouth, paid his men at the Gosport rate, not at the Portsmouth rate?—Yes, that was it.

1254. Will you state what you consider the Portsmouth rate?—It was 4½*d.* an hour then.

1255. And what was the Gosport rate?—He said it was 4*d.*

1256. Will you now give us the correspondence you have?—Shall I read my first letter to Alderman Baker?

1257. No, I think we know substantially the nature of the complaint; let us have the Department's replies.

Mr. *Powell-Williams.*

1258. Where was the work carried on, in Gosport or in Portsmouth?—This work was carried on at Portsmouth Dockyard.

Mr. *Sydney Buxton.*

1259. Was this in March 1893?—Yes; this is a copy of the reply from the Department. I may say that I forwarded the original of this reply on to the society, who never returned it to me, but I have a copy of the reply from the Admiralty to Alderman Baker: "D.W. 2601—2199. Admiralty, 1st May 1893. Sir,—I am commanded by the Lords Commissioners of the Admiralty to acquaint you that they have caused inquiries to be made into the circumstances connected with the complaint of three labourers employed by Mr. Lowe, who is at present carrying out a contract in Her Majesty's Dockyard, Portsmouth, as set forth in the affidavit, dated 21st March 1893. It appears from the information that their Lordships have obtained, first, that the ages of the men in question are as follows: W. Smith, about 50 years; W. Williams, about 46 years; A. E. Saunders, about 30 years; second, that Mr. Lowe, who is a Gosport contractor, states that the current rate for labour in Gosport is 4*d.* per hour, and that in taking in these men to work with his own from that place, he told them the rate, and they agreed to it. I am, Sir, your obedient servant, *Evan McGregor.*"

1260. Did you have any further correspondence?—Yes. I interviewed these men again, and found out that the contractor's statement was wrong. This is a copy of my letter to Alderman Baker, of 18th May 1893: "Dear Sir,—With reference to communication you have received from the Admiralty, dated 1st May 1893, I have to state that I have personally interviewed these men on the 13th instant, and they state their ages to be, first, W. Smith, 37 years, W. Williams, 41 years, A. E. Summers, 23 years and six months; second, that these men were all engaged by Mr. Lowe or his representative in Portsmouth Dockyard, and that only one, namely, A. G. Summers, was told the rate he would be paid. The above Council desire me to say that all this matter is outside the question at issue; the men's ages were not contested, but the infringement of the Government regulations, which was that

Mr. *Sydney Buxton*—continued.

Mr. Lowe was not paying the current rate for labourers in Portsmouth, if it was correct that these men were taken on at Gosport or any other town. To work at the rate contested would have a tendency to lower wages in this district."

1261. What happened after that?—The Admiralty made further inquiries into it. I have a copy of the original document here. This is the reply from the Admiralty.

1262. What is the date?—The 16th of August 1893: "Sir,—In continuation of my letter of the 20th June 1893, I am commanded by the Lords Commissioners of the Admiralty to forward for your information the attached copy of a letter which has been addressed to Messrs. Lowe and Son. I am, sir, your obedient servant, *R. D. Awdry.*" Then this is the attached copy of the letter to Messrs. Lowe and Son: "Admiralty, 16 August 1893. Gentlemen,—I am commanded by the Lords Commissioners of the Admiralty to inform you that it has been represented to them that certain labourers employed by you under an Admiralty contract at Portsmouth have been paid wages at the rate of 4*d.* per hour. In view of the current rate of wages generally paid at Portsmouth, my Lords consider that labourers should receive not less than 4½*d.* per hour, and I am to inform you that in carrying out Admiralty contracts the labourers' wages are to be regulated accordingly. In the event of your payments falling below this minimum of 4½*d.* per hour, my Lords, having called your attention to the subject, will be compelled to remove your name from the list of Admiralty contractors. I am, gentlemen, your obedient servant, *R. D. Awdry.*"

1263. After you had represented the facts of the case to the Admiralty, namely, that the contractor was bringing men from a district in which a lower rate prevailed into a district where a higher rate prevailed, and was only paying the lower rates, the Admiralty, after the representations had been made to them, remedied the grievance?—Yes, when the job was nearly done.

1264. How much more was there remaining to be done under the contract?—As a matter of fact there were only about two or three men left on the job when the final letter came from the Admiralty.

1265. Did the Admiralty make the payment retrospective?—No.

1266. Therefore the men on that particular job did not benefit much from the action of the Admirality?—Quite so; only those who finished the job.

Mr. *Powell-Williams.*

1267. Before you go from that case, might I ask how many labourers were employed upon the job altogether?—I think it was about 24 originally.

1268. Your complaint only related to three of them?—That is all.

1269. Were all the others paid 4½*d.*?—No; 4*d.*

1270. I understand that the three were paid 4*d.*; but what were the others paid?—Fourpence; but they had left the job before the Admiralty letter came. The job was being completed.

Mr. *Powell-Williams*—continued.

Mr. *Sydney Buxton.*

1271. Your complaint applied to the whole 24, but all except three had left before the thing was remedied?—Yes, that is quite right.

1272. You say that the rate of wages at Portsmouth is 4½*d.*; is there an agreed-on rate of wages there?—There was not in those days, but we have one now.

1273. Is that an agreement signed by the masters and men?—Yes. I should say that negotiations were pending, during the time that this was taking place, between the masters and the labourers' society. This is a "Copy of Agreement of Working Times and Rules agreed to between the Master Builders of Portsmouth and the Amalgamated Labourers' Union," dated 13th March 1893.

1274. Will you hand it in?—Yes (*handing in the same*).

1275. What is the next case?—The next case is that of Messrs. Perry.

1276. That is a similar case, the contractors being Perry & Co., of Bow, London?—Yes.

1277. The nature of the complaint was, I understand, that they took a contract in Portsmouth and were not paying the Portsmouth rate?—Yes, that was so.

1278. What were they paying?—The rate was 5½*d.*

1279. In Portsmouth?—Yes.

1280. What is the date of the complaint?—The 30th June 1894.

1281. This is a case affecting the War Office, I understand?—Yes.

1282. What is the nature of the complaint with the Department; may I take it, substantially, that the first reply of the Department was in July?—The letter I sent to Mr. Secretary Campbell-Bannerman was on the 30th June 1894, and is as follows: "Portsmouth Trades Council. Sir,—I am directed by the above council to inform you that Mr. Bartlett (trading as Perry & Co.) is, although performing work for the Government, building barracks in Portsmouth, not paying the current rate of wage in the town to the labourers in his employ. In June the bricklayers and labourers, after being out for a month, succeeded in getting an advance of ½*d.* per hour from the whole of the master builders in the town. Messrs. Perry also conceded the advance to the bricklayers and labourers, but have lately gone back to the old rate for labourers. Considering that Messrs. Perry & Co. are doing Government work, I have been directed to inquire if you will put in force the Resolution passed by the House of Commons enforcing the payment of current rate of wages."

1283. What was the reply from the Department; it was sent in the next month, was it not?—The reply was on the 4th July 1894: "Sir,—I am directed by Mr. Secretary Campbell-Bannerman to acknowledge the receipt of your letter of the 30th ultimo, relative to the rate of wages paid to labourers by Messrs. Perry & Co. at Portsmouth, and to acquaint you that the subject will receive consideration. I am, sir, your obedient servant, *Ralph Thompson.*"

1284. You

Mr. *Powell-Williams.*

1284. You got an acknowledgment of your letter within four days?—Yes.

Mr. *Sydney Buxton.*

1285. What happened after that?—I received a further communication from the War Office, dated the 31st July 1894: "Sir,—With reference to previous correspondence respecting the rate of wages paid by Messrs. Perry & Co. under their contract for erection of new barracks at Portsmouth, I am directed by Mr. Secretary Campbell-Bannerman to acquaint you that the contractors have been informed that they must pay the full rate to the workmen in question if they continue to employ them."

1286. Then in the two cases you have mentioned, first in the case of the Admiralty, and the second one in the case of the War Office, the two Departments have in each case insisted that the contractors shall pay the rate recognised in the district?—Yes.

1287. Have you anything more to say upon the case of Messrs. Perry?—No.

1288. What case will you take next?—I will take the case of Messrs. Sanders, of Southampton.

1289. Where is their place of business; is it at Southampton?—At Southampton.

1290. Did they take a contract at Portsmouth?—Yes.

1291. What was the contract?—The contract was for building new married soldiers' quarters at the Clarence Barracks, Portsmouth.

1292. Was the allegation that they were paying the Gosport rate instead of the Portsmouth rate?—No; they paid 6*d.* an hour instead of 7*d.* an hour for the carpenters.

1293. Sevenpence being the Portsmouth rate?—Yes.

1294. Was this a War Office case?—Yes.

1295. Did you have any correspondence about it?—Yes.

1296. When was this?—In January 1894.

1297. Have you got the correspondence there?—Yes.

1298. Will you read it?—This is my letter to Alderman Baker, dated 24th January 1894: "Dear Sir,—The above council have a case of violation of Government contract in hand, and we have the men's statement on oath. The council has requested me to ask you to lay the matter before the authorities at your earliest convenience. I shall be happy to follow your instructions with reference to this. Waiting a favourable reply, I am, yours faithfully, *H. F. Hayes.*" In reply to that I received a postcard from Alderman Baker acknowledging it.

1299. What is the date of the answer from the War Office?—The date is the 29th January 1894. "Sir,—I have to acknowledge the receipt of your letter dated 26th instant, relative to wages paid by Mr. H. T. Sanders, and to acquaint you that the subject will receive consideration. I am, sir, your obedient servant, *G. Lawson.*

1300. What further correspondence did you have with the War Office?—I sent to Sir John Baker the following letter on the 25th January: "I herewith enclose the declaration referred to

Mr. *Sydney Buxton*—continued.

in my letter of the 24th instant *re* violation of Government contract. I presume the men's names will not be disclosed by you. Should you require any further information, I shall be happy to assist you. I am, yours faithfully, *H. F. Hayes.*" This reply was received from the War Office on the 23rd February 1894: "Sir,—With further reference to your letter of the 26th ultimo, respecting Mr. Sanders' contract for building the quarters for married soldiers at Clarence Barracks, Portsmouth, I am directed by Mr. Secretary Campbell-Bannerman to request that you will be good enough to forward a certified copy of the sworn declaration to which you refer. I have the honour to be, sir, your obedient servant, *W. J. Stacey*, Assistant Director of Army Contracts."

1301. Did you forward the declaration?—Yes. I should like to inform the Committee that we had to withdraw this case. Owing to the men refusing to go before Sir John Baker and substantiate what they had already put on oath, the council felt that it would be advisable if we withdrew this case from the authorities.

1302. Then we had better not deal with it here——

Mr. *Austin.*

1303. On what grounds was that?—I could not tell you. I think it was because of their names being disclosed. They were afraid that if their names were disclosed to the authorities the contractors would get hold of it.

Mr. *Sydney Buxton.*

1304. It was not because the men stated that they were then paid at the proper rate?—No.

1305. It was the fear of dismissal if they went before Sir John Baker?—Yes.

1306. I do not think we need pursue that case further. You have another complaint against Messrs. Sanders with regard to sub-letting, I believe?—My colleague, Mr. Roach, will deal with that.

1307. You have two other cases, have you not; there is the case of Messrs. Bramble?—We withdraw the case of Messrs. Bramble Brothers.

1308. Yes; I remember you told me that. I did not mean to bring it up. Will you take the case of Messrs. G. &. G. Curtis, which is a case you went on with, I believe?—We had to stop this case. If you will let me refer to my notes I will be able to tell you how it was. The Director of Navy Contracts required such evidence as it was impossible for us to get, and we did not proceed with the case at the time.

1309. That is another matter; we will take this case. Will you just state the nature of the complaint; what is the date of it?—The date when the affidavit I have here was taken was the 5th March 1894.

1310. What was the nature of the complaint?—The complaint was made by two carters, horse drivers, in the employ of Messrs. Curtis and Curtis, Government contractors. They tender for teams for doing the hauling in the dockyards. This is the first letter I sent to Alderman Baker: "Portsmouth Trades Council, 48, Charles-street, Landport, 6 March 1894. Dear

Mr. Sydney Buxton—continued.

Dear Sir,—I am directed by my council to forward you for presentation to the Admiralty the enclosed copy of grievances of two carters representing the 24 employed by Messrs. G. and G. Curtis, Government contractors. These carters, we are informed, take a number of horses to the dockyard, where they turn over some of them to dockyard men, who have charge of them, and work them during the day at a weekly wage of 19*s.*; whereas those now employed by the contractor and working those horses not turned over to dockyard men are only in receipt of 14*s.* per week. Thanking you in anticipation, I am, yours faithfully, *H. F. Hayes.*"

1311. That was sent direct to the Admiralty?—That was sent to the Admiralty.

Sir *Charles Dilke.*

1312. There were 24 of those men employed by Messrs. Curtis, as I understand?—There were 24 of those men in their employ.

Mr. *Sydney Buxton.*

1313. I take it that 24 men were receiving the same rate, but you had your evidence from two?—That is quite right.

1314. What did the Admiralty reply to that?—"Admiralty, Whitehall, S.W., 15th of March 1894. Sir,—I have to acknowledge the receipt of your letter of the 6th inst., addressed to J. Baker, Esq. M.P., and by him forwarded to the Admiralty, enclosing a statement made by two carters in the employ of Messrs. G and G. Curtis, the contractors for the supply of teams for use in Portsmouth Dockyard, alleging that the wages paid to them is less than the current rate of wages paid to carters in Portsmouth. I request that you will be good enough to inform me what are the local rates of wages for carters, and the hours usually worked, and produce evidence in support thereof, and whether the complainants are actually employed as drivers in the dockyard under Messrs. Curtis' contract, and, if not, what work they do perform in connection with the contract for supplying horses and drivers.—I am, Sir, your obedient servant, *John Collett,* Director of Navy Contracts."

1315. What action did you take on that?—I got from the borough engineer of Portsmouth a statement of the wages paid by the corporation to their employés, and interviewed several men working for various firms in the town; and this is the reply I sent on: "Dear Sir,—In reply to yours of the 28th instant, I enclose statement of borough engineer *re* drivers' wages outside of dockyard, and am also informed the pay ranges from 18*s.* to 20*s.* with slight alteration of hours. I presume this is what the authorities require.—Trusting that this will be satisfactory, and thanking you for the trouble you have taken, I am, yours faithfully, *H. F. Hayes.*"

1316. What happened then?—I received another communication from the Admiralty, through Sir John Baker, on the 23rd May, 1894: "Sir,—With reference to your complaint that Messrs. Curtis and Curtis are paying a lower rate of wages to drivers for work done in Portsmouth Dockyard than that generally paid in the Portsmouth district, I have to request that you will furnish a reply to my letter of the 15th March, and the question will then be looked into.—I am, Sir, your obedient servant, *John Collett,* Director of Navy Contracts."

1317. The reply which they asked for being as to what rates were paid elsewhere?—Yes.

1318. Which you took it you had answered by stating that the corporation and other firms paid 18*s.* to 20*s.*?—That is quite right.

1319. Did they give any reply to that?—I wrote another letter to Sir John Baker dealing with this question: "Dear Sir,—In reply to your favour of the 6th instant, I regret that you have withdrawn the charge against Messrs. G. and G. Curtis." That is beside the question, Sir John Baker made a mistake in withdrawing this case in conjunction with that of Messrs. Sanders, of Southampton. Then the letter goes on: "In order to obtain further information on the subject, I am directed by the Committee of the Trades Council to inquire if you will put the following question in the House of Commons: 'Do the Government contract for the horses and men, or for horses only; if for men and horses, to inform the Admiralty that men were employed at 14*s.* per week, which was below the current rate, the rate paid in the town being from 18*s.* to 21*s.*'"

1320. Was there anything further after that?—I have here another reply from the Admiralty, dated the 31st May 1894: "Sir,—In reply to your letter of the 28th May, I have to inform you that the pay of the drivers in the employ of the Portsmouth Corporation is not sufficient evidence of what is the current rate in the Portsmouth district. What is required is the rate paid by carriers and farmers whose drivers perform work similar to that done by the complainants in the dockyard, and the department will be glad if you will furnish it.—I am, Sir, your obedient servant, *John Collett.*"

1321. Were you able to furnish that information?—No; unfortunately it is a difficult job to get men to state what their wages are, without they are trade unionists, and then sometimes it is difficult, for fear of being discharged. But we take exception to what the Director of Navy Contracts requires about this matter; because there is nobody else in Portsmouth employs horses and men the same as Messrs. G. & G. Curtis do.

1322. Except the corporation?—The corporation do not do the same thing; they have a large number of horses and a large number of drivers in their employ. But this affects about 24 men; they have about 70 horses to look after.

1323. Do you think that in a case like this, in which there is a conflict of evidence as to what is the fair rate at Portsmouth, the department, or some department, ought to send an officer to make local inquiries on the spot in order to see what ought to be paid?—Yes, if they would take the evidence from the men.

1324. That is what I mean?—But in every instance that they have dealt with, so far as we are concerned, they have always gone to the employers.

1325. In all your cases they have gone to the employers and seen the employers, but they have not seen the men?—Quite so.

1326. They

Mr. *Sydney Buxton*—continued.

1326. They have had no personal interviews with the men?—No.

1327. In the first two cases the rate was remedied on the representations of the men?—Yes.

1328. In this case and in the other case no personal inquiries were made of the men?—No; only what I did.

1329. Except in one case, that of Messrs. Sanders, where the War Office expected the men employed to appear, and they were afraid to do so?—It was not the War Office, it was Sir John Baker who proposed that.

1330. Have you anything further to say with regard to this case of Messrs. Curtis?—I do not know that I have.

1331. There is one question I wish to ask in regard to the case of Messrs. Bramble, which you said was withdrawn; why did you withdraw that case?—Because we could not find out whether the contract was entered into previous to the Fair Wages Resolution of 1891 being put into force.

1332. In which case it would not apply to this Committee?—It would not apply to this Committee.

1333. Your first complaint in regard to that case was in August 1891?—Yes; that is the first I can find any trace of.

1334. You withdrew it because you did not think it came within the cognisance of the Committee?—Yes.

1335. Not because it was a case that broke down?—No; it is a very bad case indeed so far as the workmen are concerned.

1336. Have you anything you wish to add with regard to these cases?—No.

1337. Have you got with you a copy of the working rules agreed to between the master builders of Portsmouth and the Amalgamated Society of Carpenters and Joiners?—Yes.

1338. Will you hand it in?——

(*The same was handed in, vide* Appendix.)

Mr. *Powell-Williams.*

1339. As to these two carters employed by Messrs. Curtis and Curtis, how much per week were they getting?—Fourteen shillings a week; that is what they are supposed to get.

1340. How much were they really getting?—I think the contractor deducts something for a club, but in order to be right I put it at 14*s.* a week.

1341. That is the wages they were actually getting?—Yes.

1342. What wages do you say they ought to have got?—Nineteen shillings.

1343. How do you get at the 19*s.*?—It is what the Government pays similar workmen for doing similar work in the dockyard.

1344. In the dockyard in the same locality?—Yes. You understand these men take teams of horses in the dockyard. They are then distributed, some to dockyard men, some to contractor's men, and the contractor's men take two in some cases. The contractor's man only gets 14*s.*, whereas the other drivers employed by the Government get 19*s.*

1345. Do not make the statement unless you are quite sure because it will probably be put

Mr. *Powell-Williams*—continued.

to the test here. You say at this time there were men doing similar work to those employed by this contractor, a similar number of hours in the dockyard, who were getting 19*s.*?—Yes.

1346. On that you founded the complaint on behalf of these men that they ought to have 19*s.*?—There is this one difference about the work, that the men who look after the job for the contractor do not do any filling up of the carts or trucks.

1347. That is to say, the other men employed at 19*s.* had more to do than these drivers?—So far as actual labour is concerned, but they did not work the number of hours.

1348. Had you any reason for coming to the conclusion that 19*s.* was the proper wage except that the Government were paying 19*s.* to these men you have told us of?—Outside of the dockyard men working at horse-driving were getting 18*s.* and 1*l.* a week.

1349. Who from?—The Corporation.

Sir *Charles Dilke.*

1350. I think you mentioned others, too?—I have a list of the firms: A. W. White, Pickford, Chaplin, Shepherd.

Mr. *Powell-Williams.*

1351. Were they employed on precisely the same nature of work and for precisely the same hours?—No; nobody in the town except Messrs. Curtis does this class of work.

1352. There was no actual standard which you could apply to the case?—No; there was no trade union rate, if that is what you mean. There was no trade union rate in those days.

1353. Supposing it had turned out that the men getting 19*s.* in the dockyard were not only doing more work, and work of a different class, but that they were very old servants of the dockyard, and had been in the employ of the Admiralty for a considerable number of years, and had had their wages raised from an amount considerably lower than 19*s.*; should you still say that that was a good case for you to argue from as to the current rate of wages?—I think 14*s.* is too little for any man to get who has to be in attendance for 80 or 90 hours a week.

1354. But the Fair Wages Resolution points to the payment of the current rate, and in order to ascertain the current rate of wages you must not only have regard to the particular contractor but to the wages paid by other people all round; and, assuming that the current wage was 14*s.*, is there anything in the Fair Wages Resolution to prevent that being the wage that the contractor is to pay?—No, not assuming it was 14*s.*

1355. It comes back to this: do you think there is a good analogy between the 19*s.* in the dockyard and the payment, whatever it was, that these carters received?—I think the dockyard men had a lot the better job.

1356. But they had more to do probably?—They only worked 48 hours a week.

1357. But they had more to do according to your own admission?—Yes, they had to fill in the carts; that is, some of them, not all of them; because, for instance, the big trollies are filled from steam cranes and winches, such as coal and all heavy gear.

1358. What

Mr. *Morrison.*

1358. What does a dockyard man get when he first enters Portsmouth Dockyard?—A labourer gets 19*s.* a week.

1359. How were these affidavits that you speak of taken; were they taken before a magistrate?—They were taken before a commissioner for oaths.

1360. They were not published in any way?—No; they were given to Sir John Baker to hand in as substantial evidence that he had these grievances to bring forward.

Mr. *Morrison*—continued.

Mr. *Powell-Williams.*

1361. Do you think the Fair Wages Resolution has benefited workmen and tended to enable them to get better pay?—Yes, very considerably.

Mr. THOMAS ROACH, called in; and Examined.

Mr. *Sydney Buxton.*

1362. WHAT are you representing here?—The Portsmouth United Trades and Labour Council.

1363. You have heard Mr. Hayes' evidence with regard to these special cases he has brought forward?—Yes.

1364. I do not think I need trouble you about them unless you wish to add anything; I will deal with the special case you come to speak to; is there anything you wish to add to the cases we have had brought up by Mr. Hayes?—No.

1365. First I wish to ask you about the case of Sanders, which I understand to be a case of sub-letting?—Yes.

1366. What is the date of the complaint?—July 1893.

1367. What is the nature of it?—It is as to the sub-letting of the stone work.

1368. Have you got the correspondence with the department in regard to that case?—I have it from memory almost as well.

1369. Will you tell us the substance of it?—The substance was the sub-letting of the stone work of the Royal Artillery Barracks at Portsmouth for the War Office.

1370. In what way was the contractor sub-letting, in your view, contrary to the spirit of the Fair Wages Resolution?—He sublet the stone work to a Portland firm of quarry owners, to be sent to Portsmouth already dressed, to be put in its place on arrival.

1371. Do I understand that Messrs. Sanders, in the ordinary course of their trade, dress the stone themselves?—Yes.

1372. But that under the Government contract, it was dressed down in Portland?—Yes.

1373. This is a case, I understand, in which you complain that this contractor, instead of having his stone dressed in Portsmouth, had it dressed at Portland before it came to Portsmouth?—Yes.

1374. And he is paying not the Portsmouth rate of wages, but the Portland rate, which I take to be less?—Yes.

1375. What I asked you just now was whether, so far as your knowledge goes, in the ordinary way of his business, he has stone dressed in Southampton; but that, under the Government contract, he had it dressed at Portland?—Yes.

1376. How far are you able to give evidence to that effect?—During the time that the building was in course of erection the stone was coming into the town already dressed. If the mason delegate from our lodge was here I could

Mr. *Sydney Buxton*—continued.

get more evidence than I have as to that. I have not really had time to work it up. I had to seek employment away from Portsmouth. But during the correspondence Mr. Sanders altered his contract with the quarry owners, and had this stone worked at Southampton by a person he has sub-let it to of the name of Marrant.

1377. Do I understand you to say that when the contract first began the stone was being dressed in Portland?—Yes.

1378. But as the contract went along it was dressed in Southampton?—He altered it through a deputation of our society in Portsmouth.

1379. We are mixing up two cases I think. Is this Sanders' case that you are referring to?—Yes, Sanders' case. He is a Southampton contractor.

1380. In the course of the contract I understand he altered it so that the stone instead of being dressed at Portland was dressed at Southampton?—Yes.

1381. Does that occur during the rest of his contract?—Yes.

1382. Then practically has Mr. Sanders, on the representation of the trade union, remedied the matter himself?—No; he is violating our working rules according to this.

1383. That is to say he is dressing the stone in Southampton instead of at Portsmouth?—Yes.

1384. Has he to a certain extent improved the position?—No, he is paying a halfpenny an hour less money again.

1385. The rate in Southampton is less than that in Portsmouth; but is the rate in Portsmouth greater than that of Portland?—No, it is a halfpenny an hour less than at Portland. It is going from bad to worse.

1386. Then why did your union represent to him that he ought to have it worked at Portsmouth?—We did not. We asked him to bring it to Portsmouth, which he promised to do.

1387. What is that you have in your hand?—A copy of the "Working Rules to be Observed by the Master Builders and Operative Stonemasons of Portsmouth," signed by all the employers of the town.

1388. Will you hand it in. (*The same was handed in.*)

Chairman.

1389. When the contractor had shifted the dressing of the stone from Portland to Southampton

Chairman—continued.

ampton in the course of the contract, did you then make a complaint to the War Office of breach of the Fair Wages Resolution?—I believe my fellow colleague that is coming from the Masons Lodge has that correspondence; unluckily I have not that further correspondence.

Mr. *Sydney Buxton.*

1390. Then we had better wait for him. Is he here?—No. He is summoned to attend on Thursday, I believe.

1391. Now, I understand you have a complaint also with regard to Messrs. Perry, of whom we heard just now?—Yes.

1392. Will you just give us the substance of it. What is the date of the complaint?—At the present time.

1393. Have you made any complaint to the Department?—We have not had time yet.

1394. Is this also a case of sub-letting?—Yes.

1395. Is it a similar case to the other?—Yes; just the same; in fact, rather worse.

1396. You have not given the Department yet an opportunity of looking into it and remedying it?—No.

1397. Is there any other case you want to bring before the Committee. We had better leave the Sanders' case for your colleague who, you say, is coming on Thursday. What is his name?—Mr. Bush.

1398. I think your colleague has all the correspondence?—Yes, he has all the correspondence.

1399. Is there any other case you wish to bring before the Committee?—No.

Mr. *Powell-Williams.*

1400. Do you know the facts about this case of Messrs. Sanders?—Yes; the facts as I stated them.

1401. Just let me be sure that I have it correctly. Sanders took a contract for a building in Portsmouth?—Yes.

1402. Containing dressed stone?—Yes.

1403. He is not a quarry-owner, is he?—No; not to the best of my belief.

1404. Therefore he had to contract himself for the stone-working?—Yes.

1405. He contracted with a man at Portland, who kept a number of men dressing the stone?—Yes.

1406. Therefore the stone was sent to Portsmouth dressed instead of not dressed?—Yes.

1407. Your claim was that the Portsmouth men ought to have had the job?—Yes.

1408. What you really asked the War Office to do was to say that the Portland men should not do the work, but that the Portsmouth men should do it?—Yes.

1409. That is to say the War Office had to throw a certain number of men out of employment and put a certain number of other men into employment?—Yes; but it is to their advantage if it is worked on the place.

Mr. *Sydney Buxton.*

1410. You would also contend that at one time the one set of men were put out of employment in order to have the stone-work done away from the place?—We fought hard for the stone rules, and under the agreement in those rules, every master who signed the rules confines himself to having all the stonework, whether it is for municipal bodies or not, brought into the town in a rough state and hewn there; and in the case of men coming from the quarries even to work it, it would repay him over and over again.

Mr. *Powell-Williams.*

1411. What is the Portsmouth price?—Eightpence per hour.

1412. And no piece-work?—No piece-work allowed.

1413. What is the Portland price?—Seven pence-halfpenny.

1414. And the Southampton price?—At that time it was 7*d.*; within three weeks ago it was raised to 7½*d.*

Mr. *Sydney Buxton.*

1415. These rules for the stonemasons, which you have handed in, are not dated?—They should be dated May 1893.

1416. I observe they are "signed on behalf of the Master Builders" of Portsmouth by 10 names; do they practically represent the whole of the master builders in Portsmouth?—They did at that time; but we have a fuller list of names signed to our rules now.

1417. Can you hand us in one of those later copies?—I will tell my other colleague to bring a copy.

1418. What I meant was, are Messrs. Sanders almost alone amongst the master builders of Portsmouth?—They are Southampton builders. Messrs. Armitage and Hodgson signed these rules, and they are contractors from Leeds.

Mr. *Morrison.*

1419. When Portland stone comes out in the rough, it is not bedded, is it?—No.

1420. It comes in amorphous blocks?—Yes.

1421. If it is dressed at Portsmouth, carriage will have to be paid upon a great quantity of stone which will not be used; stone that is dressed away?—Yes.

1422. Is it not the usual custom in the building trade for contractors who have not got quarries to buy the stone roughly dressed?—No; as a rule they buy the rough block. The reason we take this course on this subject, especially in the case of Government work, is that if the stone is taken on the job in a rough state and hewn there, and worked into shape under the supervision of the clerk of the works, no faulty pieces of stone would be allowed to go into the building; whereas, if the stone is worked away from the job, a mason can easily cover over any default, and the best architect in the world would not perhaps discover it.

1423. Was this stone brought fully dressed or rough dressed?—Fully dressed or finished.

5 *April* 1897.

Mr. FRANCIS J. G. MEILLEAR, called in; and Examined.

Mr. *Sydney Buxton.*

1424. WHAT do you represent here?—The Woolwich Branch of the Amalgamated Society of Carpenters and Joiners.

1425. What is the date of the complaint you want to make?—The dates are contained in the correspondence passing between Mr. Dew (our organizer) and the War Department. The correspondence, I believe, has already been laid before the Committee. It was during 1895.

1426. What is the name of the contractors complained of?—We complain of the Silvertown India Rubber Company, Limited, Messrs. Siemens and Company, Limited, and Messrs. W. T. Henley, Limited.

1427. What is the special nature of the complaint?—Sub-letting woodwork such as is not customary in the trade, and also the payment of wages that are lower than those generally accepted as current in the trade.

1428. I had better just read you Question 628, which will put the Committee in possession of it. I asked Mr. Dew: "In regard to that case" (that is, the case of Siemens and the Silvertown India Rubber Company) "I will ask you, are there any rules, or any agreed-upon rate of wages?" and Mr. Dew says: "Yes, Woolwich would be governed by the rules of the London district, which comprises 10 miles round. (*Q.*) Recognised by the master builders?—(*A.*) Yes, recognised by the master builders. I have here the recognised rules in the London district," which he then hands in, and then Mr. Dew adds that he desired "to produce at some further sitting of the Committee a local witness who is closely acquainted with the whole of the details of the case, and has been employed down in that district. (*Q.*) What is his name?—(*A.*) Meillear." What do you wish to add to the evidence which Mr. Dew gave?—I wish to emphasise the fact that sub-letting is contrary to the general rules of our society, and to the custom of the trade, and also to the terms of contract of the Government Departments.

1429. Are the three cases of the Silvertown India Rubber Company, Messrs. Siemens and Messrs. Henley, identically the same, or had we better take them separately; are they all substantially the same?—They are substantially the same.

1430. Will you give us the case of the Silvertown India Rubber Company; in what way do you contend that they have sublet in violation of the Fair Wages Resolution?—They sublet the following articles of manufacture on piece-work; single needle instrument cases, Morse telegraph instruments, condenser cases, dial cases——

1431. That will do; they let that particular form of work to whom?—To carpenters.

1432. You mean they did not merely purchase them from other manufacturers?—No.

1433. But they let them in their own establishment?—Yes.

1434. Do you mean to a small sub-contractor who employs a few men?—No; to their own employees as piece-work, and we simply say that piece-work is synonymous with sub-letting.

1435. I want to know this: Do you mean

Mr. *Sydney Buxton*—continued.

that in the ordinary way of their trade these firms do not carry out piece-work, but under this Government contract they did?—Yes.

1436. In the ordinary way they do not do piece-work?—In the ordinary way they do not do piece-work, but so far as Government work was affected they did; they gave it out in piece-work to their men.

1437. What do you take to be the reason of that distinction between private and public work?—I have no idea, except it be that it is a custom grown with and peculiar to the firms concerned, and which they now refuse to alter. If they did it on the day-work system they would save considerably by it.

1438. Are you quite sure that they draw that distinction between a Government contract and a private contract as regards piece-work?—Yes; day-work rate is 8½*d.* an hour, and the men are engaged at that, and then they are placed on this Government work on piece-work. The firm have had practically the monopoly of the General Post Office work during the last two years at least.

1439. You represented this to the two Departments concerned: the War Office and the Post Office, that is their reply in substance?—There is a series of correspondence which Mr. Dew has already placed before the Committee. The final reply was received on 29th June 1895.

1440. The reply at that date was merely that Mr. Campbell-Bannerman had "hoped to send a final reply in the course of a few days, but that in the view of recent events the matter must be left to the decision of the new Government." There has been nothing since then?—Nothing; there was some correspondence with the War Office which I believe Mr. Dew has referred to.

1441. That seemed to be only in reference to Mr. Wood's deputation. However, I understand that your contention in the first place is that these firms only do piece-work when they are employed on Government contracts and not on their ordinary work?—That is so.

1442. And the contention of your society is that piece-work so done out of the ordinary course is sub-letting?—Yes.

1443. That is to say, the employer lets a certain amount of work to a particular man?—Yes. We have the wording of our general rules in support of that contention.

1444. When you say "our general rules," what do you refer to?—The rules of the Amalgamated Society of Carpenters and Joiners.

1445. Will you just read the particular rule you refer to?—This is Rule 46, which has to do with "Misconduct of members." "It shall be competent for any branch to fine, suspend, or expel, any member from the society upon satisfactory proof being given that such member has by his conduct brought the society into discredit, wilfully violating the recognised trade rules of the district in which he is working, taking a sub-contract or piece-work, or working for either of these classes of employers, or has fraudulently received or misapplied the funds of the society."

1446. Never

Mr. *Sydney Buxton*—continued.

1446. Never mind that part?—Then it goes on: "A sub-contractor or pieceworker being defined as a person taking the labour of a job only, and not supplying the material."

1447. That you contend is what these firms do?—Yes.

1448. Have you got any further evidence you wish to give about a larger form of sub-contracting, or is it only piecework sub-contracting that you wish to refer to?—Only piecework.

1449. The second contention, you say, is that they do not pay the recognised rate?—Yes.

1450. What have you specially to say upon that?—Our recognised rate for the London district is 10*d.* an hour.

1451. How much do the Silvertown India Rubber Company pay?—Eightpence-halfpenny.

1452. You are speaking of carpenters and joiners?—Yes.

1453. How much do Messrs. Siemens pay?—Eightpence-halfpenny to 9½*d.*

1454. And Messrs. Henley?—Sevenpence-halfpenny to 9½*d.*

1455. Have you brought these facts before the different departments concerned?—Yes, they have been brought before them.

1456. But no remedy has been carried through?—No.

Mr. *Powell-Williams.*

1457. When and by whom were they brought before the departments concerned?—By Mr. Dew.

Mr. *Sydney Buxton.*

1458. Do you know why you have not continued to urge upon the Government that they should look into the matter further?—I am under the impression, personally, that pressure has been brought to bear upon the Government.

1459. I understood from the evidence that Mr. Dew gave us that he had nothing further to add to the evidence he gave, that there had been no actual correspondence with the Departments in connection with these cases since June 1895?—I know of none.

1460. I will ask Mr. Dew as to that in a minute. Have you anything further to add?—Only that these firms contract for work from the General Post Office, the Admiralty, and the War Office.

1461. Have you considered the question of whether it would be a good thing to bring in the Labour Department of the Board of Trade directly in connection with these cases; that a gentleman from the Labour Department might go in cases of dispute and inquire directly?—Yes.

1462. Do you think that would be an advantage?—Yes.

1463. You speak on behalf of your society?—On behalf of my society I have authority for the statement.

Mr. *Powell-Williams.*

1464. I wanted to ask you about this sub-letting point only. Do you know anything about what is called "a fellowship"?—Yes.

1465. You know that that is an arrangement under which a certain number of men in the employment of an employer undertake to turn out what he wants at a certain price?—Yes.

Mr. *Powell-Williams*—continued.

1466. He supplying them with machinery and material; you know that?—Yes.

1467. Do you call that sub-letting?—Yes, it is a form of piecework. That is to my mind less objectionable than individual piecework. I speak from experience, as it applies to the Royal Arsenal at Woolwich.

1468. But do you call that sub-letting?—Yes, I should say it was sub-letting. It comes within the interpretation of that rule that I read just now.

1469. Do you know that coal is put up by means, first of all, of men who work the coal itself, and then men who keep the roadways in order, and it is practically universal in some districts of England for the colliery owner to let the work of keeping the roads in order to a sub-contractor; do you call that sub-letting?—I can only speak within my own trade and within my own experience. I do not know the local circumstances, or whether that cuts against the local rules of the industries concerned.

1470. Has it never occurred to you that the sub-letting prohibited in the Fair Wages Resolution is simply sub-letting to people outside?—No. I should think it applied to sub-letting to workmen employed to find their labour individually.

1471. What is your objection to sub-letting by a contractor within his own works, so long as the person to whom he sub-lets pays the current wages?—Because sometimes the man to whom he sub-lets the work takes it at a lower price than he can possibly finish it for.

1472. I am assuming he pays the current wages; have you any objection to it then?—Yes.

1473. Supposing Messrs. Siemens, for instance have got a contract for the Post Office for telegraphic instruments, and you are a carpenter, and Siemens lets to you, within his own works, the business of making the wooden cases, and you employ a certain number of men under you to do that work, and you pay them the current rate, what objection is there to that as sub-letting?—The objection is against the principle of sub-letting. Such a system, in fact, does not obtain at Messrs. Siemens.

Mr. *Austin.*

1474-5. What, in your estimation as a trade unionist, do you consider is sub-letting in its broad aspect; will you define it for me as a trades unionist?—It means the passing over of a certain portion of a contract to an inferior man or employer, possibly a man of straw, to complete. No doubt he is a specialist at the work; but we, as trades unionists, object to it, because it leads to sweating; because, in many cases, the man takes it so cheaply that he cannot possibly pay, and though he may pay the current rate of wages, he does it at his own loss; and the tendency is for him not to pay the current rate of wages.

1476. Your fear as a workman is that if sub-letting was persevered in it would have a tendency to lower wages?—Yes.

1477. That is the real objection you have to it?—Yes. I know from experience that that is the case.

Sir *Charles Dilke.*

1478. In addition to the objections which have been suggested by Mr. Austin and others, are there other objections to sub-letting as a system, for example, that the sub-contractor may be a person unable to pay compensation under the Employers' Liability Act?—Yes.

1479. And more liable than the other contractor to bankruptcy and to non-payment of wages in case of bankruptcy?—Yes.

1480. You might, perhaps, as a trade unionist, be aware, in regard to Mr. Powell-Williams questions, that the "butty" system in mines is

Sir *Charles Dilke*—continued.

greatly objected to by trades unionists?—I am not personally acquainted with the question.

Mr. *Sydney Buxton.*

1481. Mr. Powell-Williams asked you with regard to sub-contracting in the coal industry, which, of course, you are not fully conversant with; but I suppose you would think that sub-contracting in certain industries might be perfectly legitimate, while in others, such as yours, it leads to serious evils?—Yes. I should take it, it is allowable, or not, according to the decision of the members of the trade concerned, whichever system trade customs sanction or condemn.

Mr. GEORGE DEW, re-called; and further Examined.

Mr. *Sydney Buxton.*

1482. I ASKED the last witness how it was that there had been no direct correspondence apparently with the Departments since June 1895 in regard to these cases; can you account for that?—We referred the matter to Mr. Sam Woods to arrange through the Parliamentary Committee, and we were to interview the War Office upon this question; and that is where the matter, I believe, is somewhat in dispute, as to whether Mr. Woods actually made the various grievances quite clear; that is to say as to their nature. The dispute turns upon whether Mr. Woods asked about the question of direct employment, or whether his letters also referred to contractors' work.

1483. You mean that you think the two

Mr. *Sydney Buxton*—continued.

matters of contractors' work and direct employment, in regard to Mr. Woods' deputation, got more or less mixed up?—Yes.

1484. At all events, the matter was not carried further in regard to correspondence, in consequence of the question having been put into Mr. Woods' hands, and, for some reason or other, so far it has not been carried further?—I am not quite sure of that. Mr. Woods tells me that he has had more than one communication with the War Department, and there is some confusion of the letters, I believe. I think it would be well to have Mr. Woods here and have the matter cleared up. But there is no mistake about our instructions to Mr. Woods to carry the matter on.

Mr. DAVID BROWN, called in; and Examined.

Mr. *Sydney Buxton.*

1485. WHAT are you representing? — The London District Committee of the Amalgamated Society of Engineers, which has control of 9,300 members.

1486. You are here, I understand, in reference to complaints against firms, of whom we have already had evidence, as regards the drillers, from Mr. Lindsay, namely, Messrs. Maudslay, Sons, and Field, Messrs. Humphreys and Tennant, and Messrs. Penn's?—Yes.

1487. Will you kindly state the nature of your complaint that you have made to the Admiralty?—The nature of the complaint is the non-payment of the current rate of wages, the large amount of cheap labour, and the extraordinary number of boys. That is the complaint; I believe that what was directed to the Admiralty was simply the non-payment of the current rate of wages.

1488. What special class of labour are you speaking for?—Marine engineering generally.

1489. Are you not representing also some of the other classes?—Well, the Amalgamated Society of Engineers' members work upon all classes of engineering.

1490. We had evidence about the drillers; just give us the particulars of the class of labour you represent?—The class of labour that we represent are fitters, turners, machine men, smiths, pattern makers, coppersmiths, and brass finishers; these are the principal ones.

Mr. *Sydney Buxton*—continued.

1491. Have you got with you such correspondence as your society has had with the Admiralty?—Yes; here is the correspondence.

1492. Give us the nature of it? — It is correspondence between the executive council and the Admiralty on Messrs. Maudslay's, Penn's, and Humphreys', and their non-compliance with the Resolution of the House of Commons, passed in February 1891. First: "27th March 1894. To the Right Hon. Earl Spencer, First Lord of the Admiralty. My Lord,—I am directed by my executive to respectfully call your attention to the condition of three engineering establishments in London who are on the list of contractors for the Admiralty, and to ask your Lordships to institute inquiries, and in the event of their failure to recognise the conditions as laid down by the House of Commons Resolution, that they be struck off the list of Government contractors. These firms are Messrs. Maudslay, Sons, and Field, Messrs. Humphrey and Tennant, and Messrs. Penn, Limited; none of these three firms pay the wages current in our trade, and are therefore unable to get competent men, and as a consequence boy labour is very largely resorted to. Especially is this so in the case of Messrs. Penn. We have given these firms every opportunity to put themselves right before taking this course of appealing to you, but in each case they have refused to recognise our right to interfere, and plead

Mr. *Sydney Buxton*—continued.

plead they can get plenty of men on their own terms. We, however, refuse to believe that this will satisfy the Admiralty after its repeated assurances to the contrary. We therefore trust you will pay attention to this as early as convenient, and permit me, on behalf of the above society, to remain, yours respectfully, *John Anderson.*"

1493. Was Mr. Anderson your predecessor?—He was the predecessor of our present general secretary, Mr. Barnes.

Mr. *Austin.*

1494. Are you a member of the executive committee?—I am secretary of the London District Committee.

Mr. *Sydney Buxton.*

1495. What was the answer from the Admiralty with regard to that?—"26th March 1894. Sir,—Lord Spencer desires me to acknowledge the receipt of your letter of the 27th instant, and to say that the subject referred to therein will receive the careful attention of the Admiralty. Yours faithfully, (signed) *W. Graham Green.*" That was on the 26th March. There was another on the 11th April 1894. "Sir,—With reference to your letter of the 27th ultimo, stating that neither of the firms of Messrs. Maudslay Sons and Field, Messrs. Humphreys, Tennant & Co., and Messrs. John Penn and Sons, pay the current wages to their engineers, I am commanded by my Lords Commissioners of the Admiralty to inform you that a definite statement giving full details of the subject of complaint in each case must be made before the Admiralty can move in the matter. I am, Sir, your obedient servant, *Evan Macgregor.*" This is the next letter: "To the Lords of the Admiralty, Whitehall, S.W. 89, Stamford-street, 21st May 1894. My Lords,—In reference to our letter to your Lordships, dated 27th March, laying complaints against Messrs. Maudslay Sons and Field, Messrs. Penn and Sons, and Messrs. Humphreys and Tennant, who do not pay our trade union wage, also your reply thereto, dated 11th April, asking for fuller particulars of the same, I have now to submit the following particulars and figures for your Lordships' consideration, and at the same time to apologise for the delay which has been caused by my absence from London. I have to state, for your Lordships' information, that the minimum wage for engineers in London district is 38*s.* per week, below which members of this society are not allowed to work for any firm. Your Lordships will be able to judge from the subjoined figures how far the firms in question conform to the Resolution of the House of Commons. I have the honour to remain, yours obediently, (signed) *J. Anderson.*" Messrs. Maudslay Sons and Field employ 450 mechanics, out of which only 100 receive 38*s.* per week or over, 153 receive 36*s.* per week, and 200 only 34*s.* per week. Messrs. Humphreys and Tennant employ 230 mechanics, 80 receiving 38*s.* per week, 20 receiving 37*s.* per week, and 130 receiving 36*s.* per week. Messrs. Penn and Sons employ but very few mechanics, their work being

Mr. *Sydney Buxton*—continued.

chiefly done by boys, there being only about 30 men, seven only of whom are receiving 38*s.*, the remaining 23 being paid at 36*s.* per week. The foregoing figures refer to the close of the year 1893, since which we are not aware of any change having been made for the better. (signed) *John Anderson.*" The next letter is from the Admiralty of the 22nd of May 1894. "Sir,—I have laid before my Lords Commissioners of the Admiralty your letter of the 21st instant, respecting the rates of wages paid by Messrs. Maudslay Sons and Field, Messrs. John Penn and Sons, and Messrs. Humphreys, Tennant & Co., to their engineers. I am, Sir, your obedient servant, (signed) *Evan Macgregor.*" Then, "89, Stamford-street, 3rd September 1894. To the Lords of the Admiralty, Whitehall, S.W. My Lords,—Referring to my letters to the Admiralty, dated 27th March and 21st May, relating to certain engineering firms in London who are on the list of Government contractors, but who do not pay the recognised rates of wages paid to our members in the district, I am again directed by the executive council of my society to call your Lordships' attention to the fact that nothing has been done either by the firms in question to put themselves in line with the Fair firms or the Admiralty to compel them to conform to the requirements of the House of Commons Resolution of February 1891, prior to again placing contracts with them. It is with much regret that our council has again to call your Lordships' attention to the matter, seeing that my letter of 21st May contains full details of the rates of wages paid in the firms in question. Beyond a bare acknowledgment of my letter of the 21st May, nothing further has been heard from your Lordships, and our council were much concerned to learn that further important and costly orders had been placed with Messrs. Penn and Sons and also with Messrs. Maudslay Sons and Field, while they both refuse to pay the trade union rate of wages. While expressing our surprise that nothing has been done after your Lordships had been supplied, at your own request, with the whole of the facts in connection with these firms, we deem it wise to inform you that the matter cannot be allowed to rest here. Our council will take such steps as seem best fitted to remedy this grave state of things existing as they do with the sanction and support of a great Government Department. I have the honour to remain, yours, &c. (signed) pro *J. Anderson*, A.S." The next is from the Admiralty: "4th September 1894. Sir,—I have laid before my Lords Commissioners of the Admiralty your letter of the 3rd instant, respecting the wages paid by engineering firms in London who are on the list of Government contractors. I am, Sir, your obedient servant, (signed) *Evan Macgregor.*" Then: "89, Stamford-street, 1st October 1894. To Lord Spencer, First Lord of the Admiralty, Whitehall, S.W. My Lord, I am directed by the executive of the above society to call your Lordship's attention again to our letters to the Admiralty on the question of unfair firms in London, doing work for the Admiralty. My last letter, dated 3rd September, beyond being acknowledged has had no further notice taken

Mr. *Sydney Buxton*—continued.

taken of it. In consequence of this I am now directed to inform your Lordships that my executive intends at an early date to call public attention to the fact of a large government department placing its orders with such notoriously unfair shops as Messrs. Maudslay Sons and Field, and Messrs. Penn and Sons, and to especially emphasize the fact that this is done in face of the Resolution of the House of Commons passed in February 1891. My council is reluctantly compelled to adopt this course in justice to itself and those employers who do pay the conditions we demand, and we are moreover desirous that your Lordships should be fully informed of our intentions, so as not to place your department at a disadvantage. I am, your Lordships' obedient servant, (signed) pro *J. Anderson*, Gen. Sec. A.S." Then there is a letter "Admiralty, Whitehall, S.W., 5th October 1894. Sir, Lord Spencer desires me to acknowledge the receipt of your letter of the 1st inst., and to say that he understands that an official reply has in the meanwhile been sent to you by the Admiralty. The delay in sending a reply was in no way due to neglect, but to the importance of the question under consideration. I remain, sir, yours faithfully, (signed) *W. Graham-Green.*" There is another one from the Admiralty on the 4th October 1894. "Sir,—With reference to your letters of the 27th March last and the 3rd ultimo, in regard to the rate of wages paid by Messrs. John Penn and Sons, Messrs. Maudslay, Sons and Field, and Messrs. Humphreys, Tennant & Co, I am commanded by My Lords Commissioners of the Admiralty to inform you that after careful consideration their Lordships have come to the conclusion that these firms have not, in the rates of wages paid to their engineers, been guilty of a breach of the House of Commons Resolution. I am, sir, your obedient servant, (signed) *Evan Macgregor.* To the Gen. Sec., Amalgamated Society of Engineers, 89 Stamford-street." The next one is, "89 Stamford-street, 9th October 1894. To the Secretary of the Admiralty, Whitehall, S.W. Sir,—I am directed by the executive council of the above society to acknowledge the receipt of your letter of the 4th inst., and to say that the reply therein of the Lords Commissioners of the Admiralty to our charges against certain engineering firms in London, made in our communications of March 27th and May 21st, is most unsatisfactory, and contrary to facts supplied by us, and my council can only conclude that their Lordships have been misled, or else they have not taken sufficient care to inquire. The Lords Commissioners in stating that 'in the rates of wages paid to their engineers,' Messrs. Maudslay, Sons and Field, Messrs. Penn and Son, and Messrs. Humphreys and Tennant, have not been guilty of a breach of the House of Commons Resolution, have 'protested too much,' as the Messrs. Maudslay never claimed that they were paying our district rate of wages; on the contrary, they admit they do not pay the rate, but claim to do as they choose, since they could get plenty of labour at their own price, and when reminded of the House of Commons Resolution simply laughed, and said the Admiralty would not act up to it; from this it is evident that Messrs. Maudslay were well informed as to the intentions of the Admiralty, the truth of which your letter of the 4th fully confirmed. My council have now nothing to do but to take such further steps as it may deem best to direct public attention to the fact of the Admiralty's breach of faith with the workers, as well as a breach of the House of Commons Resolution of a most flagrant character. I am, Sir, yours truly, pro *J. Anderson*, A.S." Then, finally: "Admiralty, S.W., 10th October 1894. Sir,—I have laid before my Lords Commissioners of the Admiralty your letter of the 9th inst., respecting charges against certain engineering firms in London. I am, Sir, your obedient servant, (signed) *Evan Macgregor.*"

1496. Is that all the correspondence you have?—Yes.

1497. Are you aware that besides that there was certainly one deputation—I am not sure whether there were two or not—to Lord Spencer on the matter, so that the matter has been fully brought before the Admiralty?—Yes.

1498. The Admiralty say there "having made full inquiry," or words to that effect?—Yes.

1499. Do you know at all what inquiry they made?—We have not that correspondence, and that would lie between the Admiralty and the firms concerned.

1500. Take the case of one particular class of work, pattern makers; are you aware that on representations being made to the Admiralty early in 1894, in reference to these cases for Messrs. Penn's, they did for a short time insist on Penn paying their pattern makers what was then the recognised rate?—I cannot say whether such was put into effect at all, but I am fully aware of the fact, and I had it brought before me in evidence before a sub-committee of the district committee called for evidence as to these three different shops, and the pattern-makers' rate of wages has never been paid at Messrs. Humphreys and Tennant, Messrs. Maudslay, Sons and Field, and Penn and Sons, since 1879.

1501–2. I notice the Admiralty have not stated in their letters to you, but I think they stated in their reply to the deputation, Lord Spencer did, that one of the reasons why they thought it was a fair rate was that these firms, at all events Messrs. Penns, could not exactly be called in the London district. Has that ever been stated to you as a reason?—Never; the London district takes in both Greenwich and Woolwich.

1503. Is the rate you are speaking of a recognised rate?—It is a recognised rate; we have about 9,000 members at the present time working under this rate.

1504. Have you any printed agreement?—That is what we call our Trade Circular (*handing in the same*).

1505. This is your rate, but it is not what I may call an agreed rate?—It is what the employers agree to. *There* is what we call our fair list of shops (*handing in the same*).

1506. You

Mr. *Sydney Buxton*—continued.

1506. You have stated these three firms; can you give us the names of some large firms who do the same sort of work and who pay the recognised rates?—The Thames Ironworks, Limited, give really better conditions than we ask and pay more wages, and they have also granted to the whole of their employés an eight hours day; Messrs. Yarrow's also give very good conditions, even better than we ask; and here is the case of a firm close to Messrs. Maudslay's which I should like to compare with it, Brotherhood's firm, who pay all their men above the rate of wages we ask, and their conditions are very good all round; they do Government contract work.

Mr. *Powell-Williams.*

1507. How many men have they got as compared with Maudslay's?—They have about 90 men.

1508. How many men have Maudslay's?—About 450.

Mr. *Sydney Buxton.*

1509. Just give us the names first. You have mentioned Brotherhood, have you another?—Thorneycroft.

1510. Now Messrs. Thorneycroft for all the classes of labour you have spoken of, do pay the recognised rate?—Yes.

1511. Because we had it in evidence, as regards the fitters, that they did not pay the recognised London rate for fitters on the ground that they were not within the London district, but they did not plead that with regard to the other classes of labour?—It is not so; Thorneycroft's firm recognise that they are within the London district and they conform to that circular I have handed you, and a copy of which they have.

1512. I am taking it that, in regard to all these other classes of labour, they admit they are within the London district?—Yes. I should like to make a comparison, if you would not mind; you touched on the question of drilling; Messrs. Maudslay Sons and Field pay from 19*s.* to 22*s.* per week for their drillers, and Messrs. Brotherhood, within 300 yards, pay from 39*s.* to 42*s.* for drilling.

1513. For identically the same work?—Yes.

1514. Give the name of another one or two firms, the London Small Arms Company for instance?—Yes, the Small Arms Company.

1515. And Caird and Rayner?—Yes.

1516. You have given us the names of those firms and you could give us a long list of those taken from this printed list?—Yes.

1517. May I take it from you that substantially, with the exception of these three firms about whom you are now giving evidence, all the large employers of labour in the engineering trade in the London district do pay the rate?—Yes.

1518. And these alone do not?—These alone will not conform or recognise any Trade Circular at all.

1519. Do you know if these firms, in regard to what I may call private contracts, pay a better or the same rate of wages that they pay on the Government contracts?—Well, there are private contractors, of course, in different branches——

Mr. *Sydney Buxton*—continued.

1520. I mean do these three firms pay the same rate of wages to their men on work, which they take other than Government work, as they do on Government work?—Exactly the same.

1521. Well now, I would ask you, following out what Mr. Powell-Williams asked you just now, can you tell us, in round numbers, the number of men employed at these three firms of whom you are now speaking?—If you were to ask me the number of our members I could probably tell you.

1522. That is not the point; the question is how many they are employing at that class of labour?—I have given the total numbers.

1523. You might repeat them, because I want to ask you about the other firms?—Messrs. Maudslay Sons and Field employ 450, Messrs. Humphreys and Tennant employ 230 mechanics, and Messrs. Penn's employ very few mechanics, I think about 30 men. Of course the conditions have somewhat changed since then.

1524. In round numbers somewhere about 700 men, engineers, are employed by these firms?—Yes.

1525. I understand you to say you have in your union about 9,000 members employed in the London district?—Yes.

1526. And may I take it that the whole of those are receiving the recognised rate?—They are, and some of them a very great deal more. We fix that rate as a minimum. We do not fix a maximum, and they can get as much more as they like.

1527. Another complaint of yours, especially as regards Messrs. Penn's was, that by not paying the recognised rate, they were unable to obtain the adult labour and they replaced it largely by boys?—Yes.

1528. Can you give us any figures about that, comparing them for instance with Messrs. Yarrow's or the Thames Iron Works; the proportion of men and boys?—The conditions have altered, trade being remarkably good; men are very difficult to get at the present time, especially good men; there are about 100 society men employed at the district rate at Messrs. Penn's now, and they receive the full rate, whereas the non-society men receive 36*s.* and under.

1529. Do I understand you to mean that in the last two months or so these firms have practically raised their rates?—That is so.

1530. Because they found it difficult to get men?—I cannot say whether there was a difficulty in getting men or not, because we know trade is exceptionally busy; I do not wish to suggest it, but probably the Parliamentary Committee sitting had some effect on the firm.

1531. Before the last two months in which I understand the position is rather exceptional, for whatever reason, can you give us the proportion of men and boys Messrs. Penn's were employing in the engineering trade?—We will say about 100 men and 80 lads.

1532. With regard to the Thames Iron Works can you give me the proportion?—This is at the present time I am giving to you.

1533. And now it is the best proportion of men and boys there has been for a long time?—

Sir *Charles Dilke.*

1534. They employed only 30 men; how many boys did they employ?—A very large number; the number could never be really got, but it was a very large number.

1535. More than 100 boys to 30 men?—More than 100 boys.

Mr. *Sydney Buxton.*

1536. Could you give us the numbers employed at present by the Thames Iron Works or Brotherhoods——

Mr. *Austin.*

1537. When you say boys, do you mean amongst them, improvers?—No, I would not class an improver as a boy, because probably an improver you might say is a man of from 20 to 21 years of age, one who has gone late in life to serve the trade. At the Thames Iron Works, Limited, there are 60 fitters, 30 turners, 30 smiths, 19 pattern makers, 11 planers, and other machine men; these men all receive from 38*s.* to 42*s.* a week for eight hours a day.

Mr. *Sydney Buxton.*

1538. My point is, how many boys in proportion to the men?—The proportion of boys is very small.

1539. And that I may take it is the same at these other firms whose names you have given us?—It is the same with other firms.

1540. Your third complaint with regard to them is as to the non-payment of out-door conditions; what do you mean by that?—According to the conditions laid down in this circular by us we charge for men going out; there are necessary out-of-pocket expenses for men who have to go out to work, and when men go away for seven days and have to lodge out we charge 2*s.* 6*d.* a day or 17*s.* 6*d.* a week. Messrs. Maudslay Sons and Field only pay 7*s.* per week, and will pay no more; and if a man goes out to work in any part of London for them, they will not pay him a penny of out-of-pocket expenses, while on the other hand the Thames Ironworks, Limited, and Messrs. Yarrow's pay 17*s.* 6*d.* a week, and Brotherhood go beyond that and pay 19*s.* a week of seven days, and they are all Government contractors.

1541. Substantially your complaint is that these three firms are the only large employers of this particular class of labour in London who pay less than the recognised rate, and have too large a proportion of boys to men labour, and who do not pay what are called out-door conditions?—That is so.

1542. I suppose I may take it from you that the fact of their paying in these three ways, considerably less in their weekly labour bill than other firms, enables them very unduly to compete with other employers of labour for Government contracts in the London district?—Certainly, and Mr. Hills, of the Thames, Limited, referring to the Government contracts, said "the Thames, Limited pay all conditions, and here are Maudslays and Humphreys and Tennant paying almost what they like."

1543. And, therefore, the Thames Ironworks is put, in competing with Maudslay Sons and

Mr. *Sydney Buxton*—continued.

Field, for engineering work, in an unfair position?—At a great disadvantage.

1544. And Maudslay, for instance, having obtained a Government contract have not unduly competed in their tender, but afterwards, I take it, that by paying less than the recognised rate, it tends to lower the whole rate of wages in the district?—That is so. Here is a letter I have, if it would not be out of place to read it; it is from a man working in Messrs. Maudslay's shop who sent me information.

1545. Is it a long letter?—Not very long; he makes reference to one particular shop where cocks and valves are made, and says, there is not a mechanic in the shop; they are labourers and boys, and the valve was made in that very shop that broke on the "Blake" and killed an artificer.

1546. The general question in reference to that is, whether in your opinion, as representing the engineering trade of London, you would think that in cases of complaint such as these to which, we have referred, it would be an advantage to obtain the intervention of the Labour Department of the Board of Trade?—Most certainly.

1547. On the ground that they would have a better knowledge of the wages questions?—Yes, they have full knowledge.

1548. And that they would be likely to do the thing more expeditiously?—Yes, we supply full information to the Labour Department.

1549. Month by month?—They know as much as we do, and I might add, to tell you the truth, that when there are two conflicting parties, it only wants a third one to step in to settle the matter; the point is so little between them.

1550. Who is that letter from?—It is a letter from a man working in the shop as a mechanic, and he gave information before the Sub-Committee I have already mentioned, as to which I compiled the information I have in this particular schedule. He has written to me to-day (I suppose hearing I was coming before a Parliamentary Committee) to give me a little more information; he says that the place is over-run with boys and cheap labour, and the work they have to do in the way of putting this work right is something enormous.

1551. Is he a man working with that firm?—Yes, at the present time.

1552. Does he authorise you to use his letter?—Well, he said to me, "of course I know it will mean me being discharged, but I am prepared to substantiate anything that I have said."

Chairman.

1553. Do you not think you had better not put that letter in until you have asked your friend's permission?—I have only received it this morning.

Mr. *Sydney Buxton.*

1554. We shall certainly have to see you again after seeing the Admiralty, so you had better find out from your friend if he will allow his letter to be put in?—Very good.

Chairman.

1555. I understand you have had some information from a reliable source in reference to a certain

Chairman—continued.

certain state of trade at the works of Messrs. Maudslay?—I have the following information, that the particular shop where the valve was made that broke on the "Blake" and killed an artificer is swarmed with boys and young men, and goodness knows what they get; the foreman is a labourer; he was made chargeman of some boy fitters, and now, of course, he is made foreman, although he was a labourer in the shop. I should like to prove one point, and probably this would do it. In reference to this circular I handed in, it is recognised by the employers in London; there is a request sent from Deptford Dry Docks to Mr. Barnes, who forwarded it to me as the secretary of the London district. "Would you kindly favour us with a copy of the rules of the Amalgamated Society of Engineers for the London district, with latest amendments or alterations which have been made, and oblige yours very truly, per pro the Deptford Dry Docks Company, Limited, *A. Simpson*, Secretary;" and there is another letter of the 29th acknowledging the receipt of a copy of the rules.

Mr. FRANCIS MEILLEAR, re-called; and further Examined.

Mr. *Powell-Williams.*

1556. I WANT to be quite clear as to what you mean by sub-letting; your complaint was that Siemens were preparing wooden cases by piece-work?—Yes.

1557. Are the men working at piece-work in their own employment, or in the employment of some sub-contractor?—In their own employment individually.

1558. Therefore, there is no sub-contract; it is simply a question between piece-work and day-work?—That is it; we say that the one is synonymous with the other, that piece-work is sub-contracting.

1559. But there is actually no person who contracts with Messrs. Siemens for that particular part of the work; the only thing is that Messrs. Siemens employ the men who are doing that work on piece-work?—Yes, that is so.

Mr. *Austin.*

1560. Have you a rate for the piece-work?—No, there is no piece-work rate; we do not recognise piece-work at all.

1561. Are there any other places in which this system is adopted?—No. The system as it affects our trade is everywhere practically stamped out.

1562. This is the only one?—These are the only three; Henley, Silvertown, and Siemens.

Mr. *Powell-Williams.*

1563. Is there any piece-work at the Royal Arsenal?—Yes. Piece-work on Government contract work in wood is almost peculiar to the Woolwich district.

Mr. *Austin.*

1564. Who lays down the rate for the piece-work; is it the employer?—Yes, the employer.

1565. And the workman has to take whatever he is offered?—That applies in many cases of piece-work, but I do not say that it applies to the firms in question, because they have manufactured these things for a considerable number of years, and there is a stated specific price for each job, and a man knows what he is going to get.

Mr. *Powell-Williams.*

1566. And he knows what he can earn?—Yes, but we object to the principle of the thing. I could go into the Arsenal question if you cared.

Mr. *Banbury.*

1567. I just wanted to ask you what you meant by "we"?—The Amalgamated Society of Carpenters and Joiners.

Mr. JABEZ SMITH, called in; and Examined.

Mr. *Sydney Buxton.*

1568. WHAT are you representing here?—I am representing here the Cork Headdress Trade Union.

1569. You are speaking also on behalf of the accoutrement makers?—Yes.

1570. I have here several cases, which do you prefer to take first, Hobson and Son?—Yes.

1571. What is the date of the complaint?—The date would be about 1891.

1572. What time in 1891?—The latter part of 1891, since the Fair Wage Clause, because it was in consequence of the passing of the Fair Wage Clause that we took the action we did in reference to Messrs. Hobson.

1573. State the action you took?—Hobson removed from Lexington-street, West, and took a factory at Woolwich, and with a view to reducing the wages, employed girls at a very small rate of wages, day-work, or at least week work, giving them from 2*s.* to 3*s.* a week as learners. Of course, Government contracts in the accoutrement trade do not last more than a few months during the year, and, consequently, after the girls learned a certain amount of the trade they would be cast aside and fresh ones brought in, when fresh contracts were placed.

1574. Did you have some correspondence with the Department about it?—We wrote to the War Office on several occasions about it, but we failed to get any satisfactory replies at all; in fact, since 1888, I might say, we have never received a satisfactory reply from the War Office.

1575. What has been the nature of the reply; it has not been satisfactory to you, but what has been their argument?—We complained that

Mr. *Sydney Buxton*—continued.

Messrs. Hobson were introducing juvenile labour, with a view to reducing the rate of wages, which was against the will of the House of Commons. And the reply of the War Office is, in nearly every case, that "I am instructed by the Secretary of State for War to acknowledge the receipt of your letter, and to state that the matter shall be investigated;" that is generally as far as we can get.

1576. Take this case of Hobson and Sons; what is the last correspondence you have had with the Department?—The last correspondence was probably about 1893.

1577. You state that they are not paying the recognised rate; on what do you base the recognised rate for cutters, for instance?—I spoke of the accoutrement makers first.

1578. Take the accoutrement makers; what do you reckon the current rate to be?—According to what they have to do; if it was an 1890 pattern pouch it would be 9*d.*

1579. That is what in your opinion is the current rate; on what do you found the opinion that that is the recognised rate?—That is the price we have had from other shops.

1580. Can you mention some of them?—The first 1890 pouch came out at 6½*d.* in one shop, and 7*d.* in another.

1581. Could you mention the names of them?—Hobson's, I think, came out at 8*d.*, Hebbert's, 9*d.*, and Pullman's, 7*d.*, and we made a bother about these variations in price, and the result of it was that we got a uniform rate laid down for that pouch at 9*d.* all round, which is a very fair price.

1582. A uniform rate laid down by whom?—Between the War Office and the contractors, I suppose, because there were a lot wanted, and we should have withdrawn the labour.

1583. What date was that?—The end of 1891.

1584. The complaints you are speaking of in reference to Messrs. Hobson were in 1892 and 1893?—Messrs. Hobson, instead of paying 9*d.* (where they employed men they paid 9*d.* for them), but to reduce the wage and keep outside of the conditions of contract they employed girls at a small weekly wage, and consequently the price of the article was reduced without actually saying they were paying less on piece-work; where they were paying piece-work they could claim they were paying the full rate, but we say they were not doing that because the girls were earning much more than the pay they were receiving.

1585. I understand with reference to Messrs. Hobson your last correspondence was about 1893, was it not?—Yes.

1586. I understand you did not get any remedy?—Why we ceased writing to the War Office was in consequence of the action of the accoutrement makers; they were disgusted with the way in which the department had treated the case right through. In any case we brought before the department we were always positively certain that we were correct.

1587. Were they positively certain that you were not?—Whether they were or not, they did not say.

1588. I take it you gave up corresponding with them in regard to this case because you felt it was useless to continue it; is that what you mean?—That is quite right.

Mr. *Sydney Buxton*—continued.

Mr. *Powell-Williams.*

1589. You do not object to piece-work?—No, providing they pay a fair rate; and we do not object to piece-work providing they do not introduce juvenile labour at a very small wage to reduce the piece-work. There was a question about Hobson's cutters in 1891. I made a complaint to the War Office that the cutters employed were old soldiers and such like; we did not object to the soldiers as long as they were men, and could do their work, but they were employed at a very low rate, something about 1*l.* The wage for a first-class cutter is about 36*s.*, for a second 33*s.*, and for a small stuff cutter, or third-class cutter, about 30*s.* down to 28*s.* Hobson's were employing one hide-cutter and five or six small stuff cutters, or rough men, at a low rate. I brought a complaint before the War Office, and they did not say they were going to do it, but they sent a man down to Hobson's factory to make inquiries. The official who went down told them what the complaint was and what he had come for, and he said, "What are these men getting?" The manager called one of the men, the foreman cutter, and said, "What are you getting?" and he said, "34*s.*," I think. "What are you?" and he replied, "A hide-cutter." He then said, "These are all hide-cutters," and there was no further question asked. The consequence was that the case went against us through misrepresentation.

1590. Do you mean that an inquiry was made, and practically the information given to the office inquiry was incorrect?—The officer did not seek correct information.

1591. Take the case of Christy & Co.; what have you to say about that?—That is in reference to a contract in 1894, Metropolitan Police helmets. We knew about the time the contracts were usually placed and we called the attention of Messrs. Christy to the fact that they did not pay the current rate for their work generally.

1592. Who gave the contract for police helmets?—The Home Office, through Scotland Yard. I drew the attention of Messrs. Christy to it by the order of my union, and they replied stating that the order was already placed. Of course, they informed the workpeople that if anything more could be got on the order they would very willingly pay it. No doubt anyone would if they could get a rise of contract price, although I am aware they got them at a good price. We opened communications then with the War Office; knowing the Post Office work used to come through the War Office, we took it that probably the Home Office helmet contracts came through it also. The War Office kept us some time before they replied.

1593. The Post Office work does not come through the War Offic?—Yes; the Post Office cork caps were placed through the War Office.

Mr. *Sydney Buxton.*

1594. Ultimately you got to the Home Office; what happened then?—We got a reply from the

Mr. *Sydney Buxton*—continued.

the War Office to say that they did not deal with them. We then communicated with the Home Office, and after some few communications we asked the Home Secretary to receive a deputation.

1595. When was that?—In August 1894; I think the 18th August. The deputation waited on Mr. Asquith, and Mr. Herbert Gladstone was present. Mr. James Rowlands, who introduced the deputation, informed us a day or two later that Mr. Asquith thought we had made out a very good case indeed. Some weeks elapsed and we had no result, and consequently I made some little inquiry as to what had been done. Mr. Rowlands, I think, asked Mr. Herbert Gladstone privately, and a letter was then sent to Mr. Rowlands stating that Messrs. Christy had drawn up a schedule of wages showing that their men earned on police helmets slightly more than they had on other Government work.

1596. Was that true?—From the manner in which it was drawn up you could not say distinctly it was a lie, but at the same time it was a lie. My union authorised me to write to Messrs. Christy, asking them if it was true that the Home Office had been in communication with them in reference to their contract for police helmets, and whether they had informed the Home Office that their men could earn more on police helmets at a lower rate of wage in the same number of hours; Messrs. Christy merely wrote to say that some time ago the Home Office asked how the men's wages compared in police helmets with the wages earned on home service or Pimlico blue helmets, and that they had drawn up a schedule (I think they said for nine weeks) showing the wages earned by men on home service and by the same men on metropolitan and let the Home Office draw their own conclusion, therefore plainly telling me that they had put a lie before the Home Office without asserting it, to draw the Home Office into believing it.

1597. What did you do after that?—We could take no further action.

1598. Could you not have pointed this out to the Home Office?—I pointed it out to Mr. Herbert Gladstone, but it was no use.

1599. You did not have any further correspondence about it?—No, we decided to let the matter run until the order ran out.

1600. I suppose there is no actual recognised scale for this sort of work?—Yes, for the police work there is, for all Government helmet work we have a recognised scale.

1601. Whom do you mean by "we"?—The union and the contractors.

1602. An agreed-on scale you mean?—Yes.

1603. Is it a printed scale?—We have no printed scale; we have a generally agreed scale.

1604. What is the scale?—For metropolitan police helmets, I think, it is 7*s.* 3*d.*

1605. And how much are Messrs. Christy paying?—At 5*s.* 6½*d.*; that is by dozens. Messrs. Christy convict themselves on this particular work, for this simple reason, that on Pimlico they pay 5*s.* 3½*d.* against 5*s.* 6*d.* at other firms; the 2½*d* per dozen deficiency is stopped for the use of steam. In the police helmets there is another layer of cork, which so far as the body-making is concerned is just one-third more labour, and they pay 5*s.* 6½*d.*

1606. You mean they pay for the heavier work the same amount as for the lighter?—Practically, the same amount for labour.

1607. The Home Office did not consider that the case had been sufficiently made out for them to intervene in 1894: have you had any further communication with them since?—We have had no further communication with them since about the end of 1894; we let that question drop, for we had an assurance from Mr. Asquith, *viâ* Mr. J. Rowlands, that the police contract should be given out to open tender in future, and not placed with Messrs. Christy without tender. The contract is just expiring now.

1608. Another case that you have is several firms in connection with which there are variations; this is, as I understand, for military harness or accoutrements?—Accoutrements

1609. Are the variations you give between these firms considerable?—That is the whole of the firms taking part in contract work.

1610. Have you pointed this out to the War Office?—I have pointed it out to the War Office from 1888 to the commencement of 1895, time after time, without any result at all.

1611. Their answer seems to have been chiefly that you are requested to give more specific information when the matter will be further investigated?—That is right.

1612. Have you given them more specific information?—We have given them straight points from different firms.

1613. You made complaint of the rate of wages?—Yes, I have drawn up a schedule showing what each firm paid for the same article on a portion of the same contract on more than one occasion.

1614. What has been the result of your communications?—Nothing whatever.

1615. I see you say here in reference to this: "In a few cases a very slight advance was made; in one I remember the rate being made uniform." What do you mean by that?—That is the pouch I mentioned just now; one firm was paying 6½*d.* and the others were paying up to 9*d.*, every firm paying a different price, and we made a stiff fight over that pouch; we asked 10*d.*, knowing that 9*d.* was a fair price, and the War Office gave in, and decided between themselves and the contractors that 9*d.* should be paid.

1616. You mean they insisted that 9*d.* should be paid?—Yes.

1617. In one case, at all events, you did obtain some redress?—On that pouch, so long as that was in use; it was a very fair job right through, and we had no difficulty with it whatever afterwards, and we say that if the War Office were to take it in hand, and make up their mind that the contractors should carry out the conditions of the contract it is easy enough to do.

1618. Have you anything specially to say about Hepburn and Gale?—The Post Office work I am not quite able to speak to.

1619. It is harness work?—In the end of 1895 I made a complaint to the War Office in reference

Mr. *Sydney Buxton*—continued.

ence to the contract for 10,000 shackles, which was obtained really by Hepburn and Gale, or Ross and Company, or whatever you like to call them; they are pretty much the same people, and have been for some years. The piece-work rate was 1½*d.* each; that was very much lower than would have been paid by other firms had any other firm been successful in getting them; 2¼*d.* would be paid by one, and 2½*d.* by others, but 2½*d.* would have been a good price, and 2¼*d.* a very fair price.

1620. What representation did you make to the War Office?—I wrote to the War Office, stating that the price paid on this particular order was very much less than the current rate for that class of work in the district. The reply I got was that I was requested to send in the price which had been paid in that part of London or in that district for that particular article on previous contracts. The War Office knew very well that there had never been a contract for that kind of thing placed in London before; it was a new pattern article, and the first contract that had been obtained in London.

1621. Did you point that out to them?—It was no use pointing it out to them at all, because they knew well enough; I pointed out to them that we had no current rate, at least our people split on that question.

1622. How do you mean?—They could not get any redress from the War Office, and it seemed as if the committee of the union did not deal with the matter sufficiently strongly for them, and consequently, in January 1896, most of them ceased membership.

1623. Have you anything further to add?—As to the Post Office work, Hepburn and Gale, the contracts which they have held now for some little time, I think the term of contract is for three years, for the envelopes, straps, and so forth, for the carrying of letters by rail and leaving the mails by the side as they go along, were previously held by Paget, of Aldersgate-street, and they paid a much higher wage than Hepburn and Gale.

1624. When did Hepburn and Gale get this contract?—About the end of 1895 or commencement of 1896.

Mr. *Austin.*

1625. How long does that contract last?—About three years. I can get the items of this Post Office work; I have not had time to get them yet.

Mr. *Sydney Buxton.*

1626. I think you have given us the other cases; have you anything else you want to add generally?—Well, generally speaking, taking the trade right through, we find no shop wishes to pay the same price on any two contracts; the price they pay on one contract they gradually drop on the next, and they raise the price on another article. Now this system is worked between the contractors; as soon as a tender is out, or a day or so before they go in again, the telephone is at work from one firm to the other, "What are you to pay on so and so"? "We will say 1*s.*;" this particular firm puts it down we will pay 10*d.*

1627. Do you mean before giving the tender?—Yes, before the tenders are sent in; it is generally agreed between the whole of the contractors what the wages shall be before the tenders are sent in. I am well aware of it, and if I am pushed to it I shall open as to how I know it. I have been in the presence of contractors when the telephone has been at work.

1628. Do you mean this: that they practically agree to pay a lesser rate, or that they practically agree to arrange with regard to the kind of tender they will send in?—They arrange as to what portion of the order each one is willing to take; they then arrange as to what shall be the piece-work price paid by each particular firm for the articles.

1629. You mean they vary the price they pay from time to time?—They do.

1630. I take it from you that you admit that there is no recognised current rate, an agreed on rate?—There is no recognised current rate, for the simple reason that the patterns are altering every year almost.

1631. It depends on the piece-work practically?—Certainly; I think a rate of day work should be laid down at so much per hour, and the contractor should be required to make an agreement with the unions that they would base their piece-work price on so much per hour. That would settle the matter at once. We find at the present time Messrs. Almond are paying 1*s.* for the pouch; Ross are paying 1*s.*, and Hebberts are paying 1*s.* 1*d.* for exactly the same article.

1632. Obviously there is no current rate at present?—Yes, and they, the firms, will take particular care there never is if they have their way.

Mr. *Austin.*

1633. Are there many men employed at your business in London?—There were a great many more; there were about 150 at one time, and I think that about 50 would finish them now, through the introduction of female labour and children, boys and girls.

Thursday, 8th April 1897.

MEMBERS PRESENT:

Mr. Aird.
Sir William Arrol.
Mr. Austin.
Mr. Banbury.
Mr. Broadhurst.
Mr. Sydney Buxton.
Sir Charles Dilke.
Mr. Morrison.
Sir Matthew White Ridley.
Mr. Powell-Williams.

SIR MATTHEW WHITE RIDLEY, BART., IN THE CHAIR.

Mr. Councillor STUART UTTLEY, called in; and Examined.

Mr. *Sydney Buxton.*

1634. WHAT are you representing here?—I represent the Federated Trades Council of Sheffield.

1635. I have four cases here; which would you like to take first?—Will you allow me first just to make this statement. In the evidence that I shall give there is no desire on the part of the council to in any way introduce the names of firms. For personal reasons, and also for reasons in respect of the workmen, we regard it as best that the evidence should be given with no names; that is to say, the names have been supplied, but I should prefer to deal with them as A., B., and C. The only object which we have is to secure the proper carrying out of the Resolution of the House of Commons, and other matters pertaining thereto, but not in any way to make any invidious references or distinctions as between manufacturers, and, personally, I do not wish to refer to names.

1636. I have four separate cases; I am not desirous of bringing in any names that may be avoided, but I do not quite see how we are to keep them separate and distinct; however, we will try; it may, perhaps, be necessary to give the names?—Supposing you take the razor case, which is the case, I understand, I am specially here to speak upon, inasmuch as I am the party who conducted the official correspondence as between the council and the Government department affected, we might call the firms A. and B., and so on.

Mr. *Powell-Williams.*

1637. Perhaps it might help the Committee if I stated what has occurred in the case as regards the Army contract for razors. Complaints were made in that case that the person who holds the contract was not paying the current rate of wages for grinding. Inquiry into the complaint necessarily occupied a considerable time, because it involved a good many technical matters. The contractor, on his side, declared that, though he was not paying a certain rate, the razors placed into the hands of his grinders were much further advanced in manufacture than those razors for

Mr. *Powell-Williams*—continued.

which the higher rate was paid. That was carefully gone into, and, as the result, I was not satisfied that the contractor's excuse was valid, and I therefore came to the conclusion that the current rate was not being paid, and it became my duty to recommend the Secretary of State to forbid a further contract being given to this contractor for 12 months?—I wanted also to point out the extreme difficulty which workmen experience in obtaining what is the proper rate of wages from the contractor from time to time. After a contractor has obtained Government orders our experience is that there is great difficulty in workmen obtaining the proper current rate of wages paid for a similar class of article that is sold to his other customers.

Mr. *Sydney Buxton.*

1638. You mean not only do you wish to speak of these special cases, but you want to show the difficulty that any union or any number of workmen interested in the matter have in obtaining the remedy which in this particular case Mr. Powell-Williams has told us has been obtained?—Yes.

1639. I gather from what Mr. Powell-Williams has said that the matter in complaint has covered a very considerable period, for the whole of which time the contractor has not been paying the fair rate?—Yes.

1640. You have heard what Mr. Powell-Williams states with regard to this case, which I will call case A.; will you tell, in the first place, how long the correspondence lasted in regard to this case?—The correspondence commenced on 6th March 1896.

1641. In that particular case, the first complaint was made about a year ago?—Yes.

1642. It has taken practically a year for the department (I am not casting any blame upon them) to have the complaint remedied?—Yes.

1643. I think you might state shortly the nature of the correspondence, and what has caused the delay, so far as you know?—In the first instance, a complaint was made by two of the members of the Trades Council that a certain firm

Mr. *Sydney Buxton*—continued.

firm (the firm in question) were not paying to the razor grinders employed on the Government contract the current price, the same price that was being paid by the manufacturers employed on a similar contract in the town. There were three of them engaged in this district at the time, and our information was that two of them were paying 2*s.* per dozen for grinding, and the third one, of whom the complaint was made, was paying 1*s.* 6*d.*, which made 25 per cent. difference as between himself and the two others who were engaged on the same class of work, and for the same department I may say.

1644. You spoke of the recognised rate; is there any definite signed agreement between the masters and men in Sheffield in regard to the rate of wages to be paid?—Yes, there is an agreement as entered into, not a signed agreement, but a list is agreed to by the workmen and submitted to the employers. That may not be accepted as submitted; but the rate agreed upon, after consideration, as between the workmen and employers, and which was paid by the great majority of the firms, all the principal firms, became then the current rate of wages.

1645. May I take it that this rate to which you refer is practically the rate paid by all the large employers in the same way of business in Sheffield?—Yes, it is so.

1646. I will take you to the Admiralty cases in a minute; is there anything further you wish to say about this particular case before us, after what Mr. Powell-Williams has said?—Yes; I wish to call attention to this fact: We received a communication from the War Department stating that a communication had been received by the department from the employers in question, stating that in consequence of certain alterations in the mode of manufacture of these razors practically everything required was complied with, and the workmen were able to earn an amount of wages that was equal to the current rate.

1647. That, I take it, is one of your arguments that you put before the department, namely, that, practically, the recognised conditions were not complied with?—We then made further inquiries into the matter upon the receipt of that communication from the department.

1648. What was the date of that communication; was it October 1896?—Yes, October 1896. We made inquiries into the matter.

1649. I understand, with regard to that portion of the complaint, the War Office have punished their contractor by saying that for a year, at all events, he shall not receive any further contract; that being so, I do not know that we need go into any further details as regards this particular complaint, because we understand from Mr. Powell-Williams that, practically, the War Office have come to the conclusion that you have justified your position?—Yes; we are aware that our position is justified, but the outcome of it has not made plain the actual position of the workmen. For instance, these workmen, except it had been for our organisation taking the matter up and making inquiries, would never have been able to refute the statement of the employer that his new system of working was placing them in a position where they were equal to the workmen of the other sharers in the Government contract.

1650. Quite so, I agree there; and I was going to ask you, when we have gone into the particular cases, one or two general questions as to what you would suggest, and as the best mode of having these complaints more rapidly and effectually remedied; but I would rather deal with that as a general question, so that, unless you have anything specific to say with regard to this case, we will pass to the Admiralty cases. Have you anything specific to say about this case?—I am not accustomed to your routine, and do not understand exactly in what order you wish me to deal with it.

1651. I do not wish to stop you saying anything you wish to say, but what I want to do is this. You have three cases, practically. I want to keep to them as specific cases first, and then, if you have any suggestions to make with regard to any better mode of dealing with the cases by the department, I am sure the Committee would be glad to have your views; but I want rather to take that separately, and not mixed up with the cases?—Am I to understand that you are thoroughly satisfied that all we have adduced is perfectly correct, and that you are satisfied that the workmen will be in a position in future to obtain very easy redress? I am not.

1652. I take it the position is this: you, on behalf of your union, have placed before the War Office certain grievances which you allege you are suffering under in regard to this contractor; after protracted correspondence and inquiry the department, as I understand, has come to the conclusion that your case is proved, and the contractor has been informed that in consequence of his action he will not be allowed to contract for Government work for another year; so that I take it (Mr. Powell-Williams will correct me if I am wrong), your case has been proved; I am speaking of the particular case that has been referred to?—Yes. Would it help the Committee if I was to submit samples of the razor blades which were said to be the means of bringing into the grinders' pockets the full amount of money that they claimed.

1653. I am afraid we are not specially conversant with the process of the production of razors?—Then would you allow me to introduce on this razor contract question a matter which I have only recently had communicated to me during this week.

1654. What is the nature of it?—The nature of it is this: it has been discovered in regard to one of the other two firms out of the three (say firm B.) while he has been booking to the men the current rate of wages in his work book, there has actually been a system of deducting 12½ per cent. from the wages of the grinders. That is to say, in the work book it appears as the full amount, but the men actually only receive the wages, less 12½ per cent., or, if they received the full amount, there was a system introduced by which they returned part of it.

1655. Do you allege this as against this firm

Mr. *Sydney Buxton*—continued.

firm A., as we have called it?—No; this is another firm, B.

1656. Let us just confine ourselves for the moment to this one contractor, because there are cases of complaint against him in regard to the Admiralty contracts, and we had better deal with the cases under the different firms?—This is a new case which has never been before the Department.

Sir *Charles Dilke.*

1657. You say this is a new case that has never been before the Department; but it is a War Department case, as I understand?—It is a War Department case; it is one of the contractors who is at present employed on the same contract.

Mr. *Powell-Williams.*

1658. But no complaint has yet been made to the War Department as to that case, I understand?—It has not. I was just asking if that would be admitted.

1659. I was going to ask whether you were aware that personal inquiry was made by an officer of the War Department into this case A. that you speak of?—Yes, I am well aware of that; I know everything about it. And very ably he did his work, and very fairly too, I must say.

Mr. *Sydney Buxton.*

1660. With regard to this case B., this is a case that has occurred, you say, quite recently. What do you mean by "recently"; when did it come to your knowledge?—It only came to my knowledge first on Saturday.

1661. The allegation being that while apparently these men are paid such and such a wage which appears in the wage-book, they really had about 12½ per cent. deducted?—That did occur. At present it is altered; but that did occur, and I will show you when it has been altered, and why. I am informed that so soon as contractor A., the first party referred to, in consequence of the action of the Government Department which has been previously alluded to, decided to pay the proper current rate, then the men working for this other firm were paid the current rate, without any notice having been given (as I am informed) to them; in fact, one of the men, I am informed, was so surprised with the full money being given on the Saturday that he found his way back to his employer and inquired if some mistake had not been made.

1662. I take it your statement comes to this: That the War Office having intervened in regard to another contractor, contractor A., this contractor B. thought he had better make friends with the enemy while he could, and pay the current rate before he was hauled up by the War Department?—Yes.

1663. That, of course, is your supposition; you have no definite evidence to show it, except the rather extraordinary coincidence of time?—Yes, that is my supposition, that he was moved by that circumstance.

1664. If you have nothing more to say upon that case, we will go to the two Admiralty cases. Here, again, I suppose, you do not wish to mention names?—Quite so.

Mr. *Sydney Buxton*—continued.

1665. Now, this next case is a case of the Admiralty and the War Office. I will call it case C. Will you just state what is the grievance alleged in that case?—The grievance in this case is the old one, that the Government orders are very largely used as a means of reducing the workmen. Our experience is that those who obtain Government orders generally find themselves in the position of calling the workmen together and trying to induce them, and in most cases succeeding, to do this work cheaper than they would do the work for ordinary customers.

1666. Do I understand you to say this: That there have been cases in the Sheffield knife trade and the razor trade in which the contractor, having obtained a tender, has called his men together and said that he would not be able to take up the contract unless they worked at a lower rate of wages than the current rate?—That is so.

1667. And at a lower rate than that which he paid on ordinary private work?—Yes, where the same class of work was done for ordinary customers. Of course there are certain classes of work done for the Government which are not done for the use of the general public.

1668. I am speaking of the same sort of work that a contractor is doing for private customers being done for one of the Departments; and your allegation is that he would then say to his men, "I cannot take this contract unless you are prepared to work on the Government contract at a lower rate"?—That is so.

1669. And that in spite of the fact that he pledges himself in his contract to pay the rate recognised in the district?—Yes.

1670. Have you anything further to add upon this case?—As to the particular cases, the information that was sent in, not by myself but by the Cutlery Federation, who had this question of spring knife cutlery and table knife cutlery before them (and upon this Mr. Johnson, the Secretary of the Table Knife Grinders' Association will be able to speak more fully), was to this effect: that the standard of prices paid by a certain firm in Sheffield to their workmen for what is termed "setting in" was 1*s.* 10*d.* per dozen, and for hafting and shackling, 1*s.* 1*d.*, which made a total of 2*s.* 11*d.* About three years ago another firm succeeded in getting the Government contract for the same knife, and when they got the contract they paid the following prices: for setting in 1*s.* 6*d.* as against 1*s.* 10*d.*; for hafting and shackling, 1*s.* 2*d.*, which reduced the total for the two processes down to 2*s.* 8*d.*, as against 2*s.* 11*d.* At the present time I am informed that the firm are paying for setting in 1*s.* 6*d.*, hafting and shackling, 1*s.*, a total of 2*s.* 6*d.*, or 5*d.* less than the standard, and since the second firm got in, the former firm have not been able to secure any of the Government work.

1671. That is to say, the one firm which is paying the lesser rate has been able of course to compete more favourably than the firm which was paying the current rate?—That is so.

1672. Have you made any complaint to the two Departments concerned in regard to these particular cases?—Yes; a number of complaints

Mr. *Sydney Buxton*—continued.

have gone up in regard to that, especially in regard to table-knife blade forging.

1673. What has been the upshot of the complaint ?—The upshot has been that it has been stated that inquiries have been made, and the Department has come to the conclusion that there has been no infringement.

1674. Did they give any reasons?—No definite reasons; only that the result of the inquiry is that there has been no infringement.

1675. Will you just read their final letter in regard to this case. Is it the Admiralty or the War Office that you are referring to specially; was the letter from the War Office or the Admiralty?—The letter is from the Admiralty.

1676. Will you just read it, and give us the date of it?—It is dated 15th January 1894: "With regard to your letter of the 20th October last and the previous correspondence, I am commanded by my Lords Commissioners of the Admiralty to inform you that after very careful investigation of the charges brought by your Federation against 'so-and-so,' in connection with the prices paid by them to their workpeople under their contracts for the supply of cutlery to the Admiralty, their Lordships have come to the conclusion that there has been no infringement of the Resolution of the House of Commons of the 13th February 1891." This letter applies, I believe, specially to the contracts for table cutlery; what I referred to just now was spring knife cutlery.

1677. Do you know what the nature of their inquiry was; did you hear of their sending an officer down to inquire?—In this case we were not in possession of any information definitely as to what was intended to be done by the Department, and we were informed that a gentleman came down, but we never had any communication with him. We were informed, and we took it as the result of this, that the workmen who had been working on this particular contract were sent for in the office, and they were confronted with the gentleman, whoever he was, from the Department, and in the presence of their employer they were not in a position to state what they otherwise might have stated, had they been strengthened and backed up by others, as was the case in connection with this razor contract.

1678. You mean to say that an officer who came down from the Department, and instead of applying to the representatives of the men who had the information in their possession, had up individual workmen and examined them in the presence of their own employers?—That is as we are informed. We have no definite evidence of that, except the information which comes from the workmen, I believe, who were sent for. One of the workmen is dead since.

1679. I gather from what you have already said, that you have this information, that at all events the officer, when he came down, did not communicate with the persons who had made the complaint ?—No.

1680. But went to the employers ?—Yes.

1681. Now have you anything further to add about that specific case or similar cases. You will understand I am keeping the other case for Mr. Johnson?—I am rather trespassing upon Mr. Johnson's ground now, because the cases have been rather mixed up, the one communication has answered for the whole.

1682. However, if you have anything further to say about that case, you had better just say it as you are here?—I can only say this: An inquiry conducted on the lines I have just specified is not likely to answer its purpose at all. When the gentleman came down in the Army case with regard to the razors, I think it was Mr. Evans from the War Office, he took everything up that was possible, and thoroughly sifted into the matter, and as the result, he got information that was very valuable to him in conducting his inquiries.

1683. He went to the persons who had made the complaint as well as the person who was complained of?—Yes, he inquired all round.

Mr. *Broadhurst.*

1684. That was a gentleman from the War Office, was it not?—Yes, I think it was from the War Office—Mr. Evans.

Mr. *Aird.*

1685. You preferred the case where you had your own way, and did not like the other where you failed; is that it ?—Certainly not. We prefer that in every case of this character, the persons who understand the whole details of it should be, at all events, consulted, and have an opportunity of giving their opinion, and also their evidence. It is, in our opinion, altogether one-sided, when a person professes to come down to investigate into a case, and he only takes the evidence from one side.

Mr. *Sydney Buxton.*

1686. Or when he does try to get it from the men; but he sees them individually in the presence of the employer ?—Yes.

Mr. *Aird.*

1687. I do not understand you to state that from your own knowledge?—We were informed that the interview had been held. That was the whole of the evidence that we had, except the statement from the Department, saying that they had made inquires.

1688. But you do not state that of your own knowledge?—Not of my own knowledge.

Mr. *Sydney Buxton.*

1689. What you do state of your own knowledge is, that they did not go to the people who had made the complaint?—Yes.

Mr. *Broadhurst.*

1690. Is the source of your information as to this inquiry in the presence of the employer, the usual source of information by which you obtain other knowledge of trade affairs ?—Yes.

1691. Communicated to the organisation of the men affected ?—Yes.

1692. And you could not possibly obtain it in any other way ?—Certainly not.

1693. So that it is not exceptional ?—No.

1694. If

Mr. *Sydney Buxton.*

1694. If you have nothing more to say in respect to these special cases, I will ask you one or two general questions. First in regard to what you have already said as to what you consider the nature of the inquiry should be where a grievance is alleged. I have asked other witnesses this question, and I should like to put it to you: whether, in your opinion, it would be advantageous that the complaints should go direct to the Labour Department of the Board of Trade, and that they should thereupon, if it appeared a *bonâ fide* case, send down somebody conversant with wages, labour questions, and so on, to judge on the matter?—Yes. We are decidely of opinion it is one of the functions of the Labour Department of the Board of Trade to understand and have a thorough knowledge by direct communication as to the current rate of wages paid in a given district, and as to what should constitute the proper rate upon which the Government should give out its work. Further than that, we are of opinion that it is only right to fix a reasonable standard of workmanship, and also agree to the current rate of wages for the time being.

1695. You think that the Labour Department would have the information in a better degree than other departments?—I am satisfied of that; they are in touch with the whole of the kingdom on these questions, and they are, to my mind, the Department that should certainly take this matter up.

1696. As I understand, one of your great sources of complaint is that even where these cases are remedied, the inquiries take a very long time, and during all that time the current rate is not being paid?—The loss to the workmen in this particular case of the razor grinders of 25 per cent. of their wages, extended over a very long period, in fact about 12 months as between the time of the complaint being made and the termination of the inquiry.

1697. Was this particular contract A. we have been speaking of a perpetual contract, or just a specific contract for so many razors, or whatever it was?—As a rule, the contracts extend over about three years.

1698. Do you think, where it is proved to the Department that an employer has not been paying the fair rate and acknowledges it, that the rise ought to be retrospective as well as for the future, that is to say, that it ought to deal with the past portion of the contract, as well as with the future portion?—If there is a proper understanding as to the price, I do not think there would be any difficulty on the part of the men if it was fixed at a reasonable figure; so that whatever was current for each particular year, of the three years over which it extended, that would give plenty of latitude.

1699. Have you ever had any complaints that any of these contractors, or others, have refused to employ trade unionists, on the ground that they were trade unionists?—As a matter of fact, one of the contractors particularly has the strongest possible objection to employing any trade unionists.

1700. Do you know of a specific case in which he had declined to employ a particular man, because he was a trade unionist?—I cannot give

Mr. *Sydney Buxton*—continued.

you the names. I can only say that the whole of the men in his employ a short time ago were not trade unionists, and that as the result of the fear that if they were trades unionists the work would cease.

1701. But you are not able to give us direct evidence about it?—I am not in a position to give the names. If I was to give the name of the man he would not live a day.

Mr. *Broadhurst.*

1702. You mean he would not be employed there another day?—I mean he would not be employed. When I say he would not live, that is a figure of speech. I mean, that a man lives by his hand labour, and he would be deprived of it in such a case.

Sir *Charles Dilke.*

1703. Was that contractor paying the trade union rate of wage?—No. It was one of these firms which have been referred to.

1704. That was one of these other cases?—Yes.

Mr. *Broadhurst.*

1705. Did the information as to the men being examined in the presence of the employer by the Admiralty officer come to your organisation from one of the men present?—It came from one of the men present to an official of this particular organisation. In that case, I believe the men were in the union.

1706. Now, with regard to the non-employment of trade unionists, is it known to you whether employers have ways of their own of weeding out the unionists without making it public that they are doing so. Is that possible?—That is common knowledge, I mean in the localities where it occurs.

1707. Now, as regards the action of the War Office inspector with reference to this razor case, I understand you to say that the War Office rendered a great public service all round in that case?—Certainly they did.

1708. They shot other birds besides the one they aimed at?—They rendered great service in case I mentioned. The other contractor paid the wages he had been clandestinely stopping from the men.

1709. You are strongly in favour, I understand, of these negotiations and complaints, which have hitherto been conducted between the respective unions and the respective Departments, such as the Admiralty and the War Office, going through the Labour Department of the Board of Trade?—Certainly.

1710. Because they, so to speak, know your language better?—Yes.

1711. And you would have more confidence in them?—Yes; they would be more easy of access.

1712. And their communications would not be so spiky probably, as those of the other Departments?—Yes.

1713. Have you now settled all your grievances with the Admiralty with regard to the files; or is that grievance still in existence?—So far as that is concerned, we have very great cause to complain.

Mr. *Sydney Buxton.*

1714. That is Mr. Johnson's case, is it not?—No, that is mine. I have to do with the files. The cause of complaint is this: that the schedules, not only for files, but for cutlery in many cases, were altered without any communication with those outside the manufacturing interest. Now, we take credit to ourselves that we understand a file or a knife, even quite as well as a manufacturer who has been brought up in the concern, and we understand them certainly, we think, very much better than any head of a Government department can who has never been specially trained in the work; and we feel this, that one of the proper things to do, in the interests, not only of the workmen, but in the interests of the Government, who are the purchasers of the goods, is that, before there is any alteration of the schedules for contracts which are sent to the various manufacturers, there should be at all events a conference with the workmen, the users of the goods, and also the manufacturers.

Sir *Charles Dilke.*

1715. Are the complaints you have mentioned all you have had affecting the rate of wage or sub-letting in Government contracts; I understand that you have something to say about sub-letting?—Yes.

1716. Will you tell me what it is?—In the case of pen and pocket knives it is most important that the question of sub-letting should be carefully watched by the department, inasmuch as whilst the proper price (the list price) is 10*s.*, the price paid by the best firms for this particular class of knives is 9*s.* 6*d.*, very nearly up to "the list;" yet there are persons to whom these knives are sub-let who only pay 6*s.* 6*d.*, and, from information received also, the question of quality comes in very largely in the sub-letting; that is, whilst to produce a real good knife you must pay for the steel (which, of course, is the foundation of a good knife; if you have not got a good blade it is worthless), 56*s.* a hundredweight (that is a good price for good steel, which is used by the best firms), yet it is well known in the trade that the sub-contractors put in steel as low as 16*s.*, and the outcome of that is that the Government is supplied with a very inferior article.

1717. Let us take the point of sub-letting as it affects wages, the first point you put. Has any complaint been made by you, or that you know of, as regards Sheffield, to any of the departments as respects the effect of sub-letting on wage?—I had nothing to do with this cutlery correspondence. I cannot say whether that point was brought out; but certainly complaints have been made in reference to the question of paying very much less money than the standard.

1718. Have such complaints been made through you to any Government Department?—No.

1719. Will the other witness that is coming be able to tell us that?—He will not on the pen and pocket knives. I sent up the name of a man who, if he was brought up as a witness upon this particular question, would be able to give the evidence.

Sir *Charles Dilke*—continued.

1720. On another point, it was alleged here last week in regard to accoutrement contracts, and particularly with regard to helmets, I think it is alleged elsewhere, and is, I believe, going to be alleged here with regard to stationery, that there is a system of knock-out affecting wage in Government contracts; have you heard of any arrangement among the Government contractors amongst themselves in Sheffield which would have the effect of reducing wages?—No, I have not heard of that practice.

1721. There is another general question I should like to put to you: have you any difficulty in discovering who hold the Government contracts, those that are doing work for the Government?—Yes, a great difficulty.

1722. Would it help you if there was a general annual publication of all the firms doing Government work?—Certainly.

1723. So that you would be able to inquire whether they were doing Government work on any particular terms?—It is a very difficult matter to ascertain at the present time.

1724. Then you would attach importance to getting a general list?—Yes, I think the labour department ought to be entrusted with something in that direction.

Mr. *Aird.*

1725. With reference to the question of sub-letting, if a contractor has taken a contract, and pressure is put upon him to complete the order quickly, do you see any objection to his sub-letting part of that to another contractor, so long as the current rates of wage are paid?—Not if the manufacturer was understood to be a manufacturer who was prepared to execute the work exactly on the same lines and pay the same price, under pressure; I should certainly see no objection to that; but the question of sub-letting resolves itself into letting to a person who will do it at a considerably cheaper rate.

1726. But subject to the person to whom it is sub-let doing it at the same rate and satisfying the men, you see no objection to it?—I do not see any objection to that so far as we are concerned.

1727. One point about that incident you mentioned, as regards the men being called up by the Admiralty people in the presence of their employer, have you yourself seen any man who was so called up, or have you got the information from other parties?—I believe Mr. Johnson, who is present, has had direct communication with the men.

1728. You have not received it yourself?—No, I stated at the time that we only receive reports.

1729. But you have not actually seen the men who were called up?—No, it is not my busines. There is a gentleman here who can answer the question, I believe, if you ask it.

Mr. *Powell-Williams.*

1730. You have told us that Mr. Evans investigated the razor case personally for the War Department?—Yes.

1731. Could anybody have done it better?—Well, it would be rather difficult; at any rate, I do not think anyone could have executed the mission,

Mr. *Powell-Williams*—continued.

mission, so far as we are able to judge, in a more satisfactory manner. We should not wish at any rate for anyone to do it better: he came out of it very well.

1732. He "shaved" the case as close as it could be shaved, I suppose?—Yes, he did.

1733. Now as to sub-letting. I suppose throughout all the Sheffield trades there is sub-letting going on in the shops; that is to say, that a man in the shops takes a certain portion of the work under contract?—Yes, that is so.

1734. That is customary, is it not?—Yes, it is.

1735. I want to be quite clear as to this; you quite understand what I mean; it is this, that a manufacturer taking a contract for razors will let to a person working in his own shop some portion of the process of making those razors?—No, I do not think it applies in razors much.

1736. Does it apply in files?—I can speak definitively for files. The sub-contracting in files means this, that a manufacturer, separate and apart entirely from some large firm, having a plant of his own, goes into it.

1737. That is customary in the file trade, is it?—Yes, in the file trade.

1738. Are you aware that that is not forbidden by the terms of the contract; anything that is customary and proper in the way of sub-letting is allowed; are you aware of that?—If that is the case it destroys the value, in my judgment, of that clause. If it is allowed that persons working (say) on the premises of a large manufacturer should go and say to him, "Well, now, I will take this contract and do the whole of the work, and take it off your hands."

Mr. *Sydney Buxton.*

1739. I do not think you understood the question?—What I understand is this: the Department stipulates that a certain manufacturer taking certain work shall employ directly his own workman and pay them directly himself their wages.

Mr. *Powell-Williams.*

1740. That is as you understand it?—Yes.

1741. I do not care to pursue it. I want to ask you this: has there been any general agreement between employers and workmen in Sheffield as to the price to be paid for grinding razors?—Yes.

1742. A general agreement?—Oh, yes.

1743. All firms agreeing, or only a portion of them?—The great majority; say about 98 per cent.; I believe that is the figure that was given when we went into it.

1744. I want the facts; 98 per cent. of the employers of Sheffield have agreed to pay so much for grinding a dozen blades; is that it?—Yes, for forging them.

1745. Take the forging first of all, forging a dozen blades?—Yes.

1746. What is that price?—The average of the particular army blade razors was 3*s.* 8*d.* per day work "in," and 4*s.* per day work "out."

1747. What does that mean "day work in"?—The "day work in" meaus this: that the blade forger is working with the employers

Mr. *Powell-Williams*—continued.

tools, and "day work out" means that he finds his own tools; so that he gets the 4*d.* per day work extra if he has to find the tools.

1748. Then tell me this: is there a different price in respect of army razors to other razors?—The army razor is a general pattern; it is a pattern that sells very largely.

1749. Apart from the army?—Yes, apart from the army; so that the price for this particular razor is fixed and stands as a standard price current to the general public.

1750. It is a standard article, and not an army article only?—No, it is not a speciality.

1751. There is a price fixed for that?—Yes.

1752. The price being what you have told us?—Yes.

1753. Then, to come to grinding; is there any price for grinding?—Yes.

1754. Established in the same way by so large a proportion of the employers?—Yes; I will not say exactly 98 per cent., but a very large percentage.

1755. Fifty per cent. do you mean?—Oh, yes, more than that.

1756. But not the same percentage as in the other cases?—I say I will not state that, simply because I have not got the percentage before me. I confine myself to what I know.

1757. I do not want to catch you. Now what is that price, please?—For grinding this particular pattern of razors you mean?

1758. Yes?—The price list as arranged (what we term "the list arrangement") was 2*s.* per dozen. That applied to Government razors. It was paid by the original contractor. Originally, the contract was in the hands of one man, who paid this price; then it was divided amongst three of them, and the one (the person we complained of) would only pay his workmen eighteen pence.

1759. But this price applies not only to razors supplied to the Government, but also to razors of the same kind sold to the public?—Yes.

1760. How many grinders are there in your union?—Well, that is a question that I cannot answer, simply because I am not the secretary of that union.

1761. Are there any grinders outside your union?—Oh, yes.

1762. As many outside as inside?—Oh, no.

1763. You told us that a contractor when he gets a Government contract occasionally goes to his men and tries to cut the price down?—Yes.

1764. Well, how can he do that if there is an established price, such as you have been telling us of?—Although there is a current rate agreed to it does not follow that the men are always in a position to enforce the current rate.

1765. Then do you tell us that the men in your union who have got this price established are willing to depart from it if occasion requires?—In cases where they have departed from it, it has generally been where they have been men who have not been "financial" with the society or non-members; men that have not been connected with the union.

1766. Within your own knowledge has any contractor been able to cut the price down by

Mr. *Powell-Williams*—continued.

arrangement with his men in that way?—Oh, yes.

1767. Then it follows, does it not, that the price is not rigidly established?—On general work, and with the exception of the contractor referred to that the department have had these communications with, the price was established; his is an exception.

1768. I understood you to say that it was not "A" alone, but other contractors and manufacturers who were accustomed to endeavour to arrange with their men to get the price down in the event of their getting a Government contract?—I thought you were confining yourself now, sir, to the razor trade.

1769. Well, I do not mind; take it as respects the razor trade?—The only experience that we had of any flagrant attempt in this way (a successful attempt) was in the case of "A."

Sir *Charles Dilke.*

1770. Was the 4½ per cent. case "A.'s" case?—No.

1771. That is another case, is it?—That is another case. I am speaking now of the matter that has been before the Department.

Mr. *Powell-Williams.*

1772. Do you tell us distinctly that nobody but "A" has endeavoured to make a special arrangement of that kind with his men?—Oh, no, I am not going to say that they have not endeavoured.

1773. Is "A." the only man who ever succeeded in getting the price down?—I do not say that. I do not want you to go away with a wrong impression, sir.

1774. I do not want to go away with anything so disagreeable?—In reference to the prices being down in the Government contracts, this Government contract was divided amongst three. One man takes advantage to the extent of 25 per cent. of his grinders; then it leaves No. 2 to endeavour to make some arrangement, which he succeeds in doing, pleading when the matter is brought before his men that he cannot compete, and of course the men have in their minds the knowledge that the other contractor is getting an advantage over and above their employer.

1775. Would not the plea be this: "A's." men have taken less, therefore "B's." men ought to take less?—Yes.

1776. That shows that there is no established price, if "A.'s" men depart from what you declare to be the established rate?—None of "A.'s" men were union men.

1777. None of them?—None that I know of.

1778. That is a good answer?—And, further, I would like to call attention to this fact: that this razor is a razor sold in the general way of trade, and for which the 2*s.* per dozen is paid for grinding, and paid as an established and recognised rate by the great proportion of the manufacturers; a large percentage of them.

Mr. *Powell-Williams*—continued.

1779. What percentage do the Government razors bear to the general razors of this pattern?—I could not give you that, sir.

1780. Would you say a fifth?—I could not say; I am not the secretary of that matter; I do not go into those details.

Mr. *Sydney Buxton.*

1781. I understand your position in regard to the case just mentioned is that contractor "A." pays his men a lower rate of wage than that which you consider the current rate; the contractor "B." then comes to his men, he up to then paying the current rate, and says to them: Unless I pay a lower rate than the current rate I cannot compete with "A."; and thereupon the men, in order to enable him to get the contract, agree. That being so, I suppose there is nothing to prevent "A." on the next occasion cutting the wages lower down, "B." having to cut his down also in order to compete again?—That is so; and in that way the Government contracts have become, instead of the best for the workmen, a source of difficulty and evil.

1782. I take it that the object of the House of Commons in adopting the Fair Wages Resolution was that the Government contracts should not be, as they had been in the past, a means of reducing the wages?—That is so.

1783. There is one other question in reference to Mr. Evans: I understand, as regards Mr. Evans, you are fully satisfied with the action he took. I understood the nature of your complaint was not against Mr. Evans in any sense of the term, but against the enormous delay which took place in remedying the grievance?—Yes; and further, the only successful case which came out, and was fairly adjudicated on its merits, was the case undertaken by Mr. Evans, who took the opportunity of consulting all parties concerned, and gave them an opportunity in the presence of the employer of refuting or answering any questions or charges that might be made. That is the only case that came out as you may say satisfactorily, so far as the solution of the question is concerned.

1784. In your opinion, that would be the action that the Labour Department would naturally take if they were called in in every case?—Certainly. There is just one other thing, if you will allow me, I should like to suggest, that is, our people consider it of the very greatest importance that the department should, so far as they possibly can, provide themselves with thorough practical examiners of goods. They would find it to be to the advantage of the department, and it would certainly prevent a great deal of this difficulty.

Mr. THOMAS JOHNSON, called in; and Examined.

Mr. *Sydney Buxton.*

1785. YOU have heard what Mr. Uttley has said?—Yes.

Mr. *Sydney Buxton*—continued.

1786. I would like to ask you first, therefore, in regard to the case he mentioned, the Admiralty case,

Mr. *Sydney Buxton*—continued.

case, the case in which the Admiralty stated that they had made inquiries, and that on those inquiries they had come to the conclusion that the grievance was not satisfactorily supported; Mr. Uttley said that he believed that the inquiries they made were to call in individual workmen and to examine them in the presence of their employers. I understood him to say you could give us further information in regard to that matter, and whether that was done or not?—Yes, I believe it was done; I was told by one of the workmen themselves that there had been a gentleman down, and that they had been called into the warehouse.

1787. In the presence of their employer?—Yes.

1788. And that was the only inquiry so far as you knew that was made of the men or of the union?—That is so.

1789. I want just to clear that point up. Now in regard to the cases that you want to mention, I have here the names; do you prefer not to mention names also?—Yes.

1790. Then I will call them "K.A." and "K.B." Just state the nature of the two complaints and keep them separate. State first one of the cases?—In one case it has been the custom for some years, I am told, when they have received a Government contract, to ask the workmen to concede a reduction on the contract, and they have succeeded in inducing the workmen to do so. In May 1893 the men refused to submit to this reduction, but ultimately they decided to concede it. Complaint was made to me as secretary of the Table Blade Grinders Society, and the matter was brought before the Cutlery Federation which is mentioned, and they first of all wrote to Mr. Sydney Buxton and Mr. Charles Fenwick, giving the cases and asking if it was not a violation of the Fair Contracts Resolution for an employer to pay less for Government work than he does for the same class of work for ordinary customers.

1791. This was about August 1893, the beginning of it, was it not?—It was in May 1893 that it began. It was about October where the correspondence with the Admiralty came in. We were informed it was a violation, and Mr. Buxton asked that we would supply him with particulars of the case, and we did so; and after a lot of correspondence, the Admiralty, of course, decided that there was no violation of the contract.

1792. Just read their letter, will you, in which they declined to act?—The last one?

1793. Yes, the final one?—I do not appear to have it here.

1794. Was it that they were satisfied that the current rate was being paid?—They were satisfied that there was no infringement of the Fair Wages Resolution.

1795. Do you know if they made personal inquiries in regard to the matter?—I am not aware of any such.

1796. I understand, as regards these two cases, your complaint is a two-fold one: in the first place that they are not paying the current rate, and, secondly (confirming what Mr. Uttley said) that they have on more than one occasion said to their men that they could not take the contract unless the men submitted to a reduction?—Yes.

1797. Therefore they were obviously paying less than the recognised rate?—Yes.

1798. Have you anything further to add to these two cases?—No, I do not see that I can add anything further.

1799. Then I understand there is another case; I am not sure whether it is in reference to the same firm or otherwise; this is also an Admiralty case, a case in which they accept a contract for hand-cut files and subsequently do them by machinery; is not that the case?—I could not deal with that.

1800. I ought to have asked Mr. Uttley about it?—Yes.

1801. Have you anything further to add with regard to these cases?—We thought there was a violation, of course, of the contract. The matter was here: one firm, the firm in question, paid 1*s.* 2*d.* for one article (that is the standard rate) and they want the same work done for 1*s.* 1*d.*, and in consequence of the men refusing in 1894 (that was after the complaint), the men refused again, and in consequence of that they were kept short of work during the remainder of the year. In the latter part of the year, about October or November, they get other men outside to grind the work at another 5 per cent. reduction, and thereby bring the men down, and they are working at the 5 per cent. reduction now through that.

1802. As far as I can gather, this correspondence covered a period from May 1893 to January 1894, nine months practically?—Yes, that is so.

1803. In your opinion is the correspondence with the Departments in regard to this grievance rather a lengthy process?—It is rather lengthy, but the whole of that time was not taken up with the Admiralty, only from about October, I believe.

1804. Surely this is the same case, is it not?—Yes.

1805. I see what you mean; it began in May?—It began, in the first place, with the correspondence with Mr. Buxton and Mr. Fenwick.

1806. You heard what Mr. Uttley said; do you agree substantially with the views he expressed in regard to the best way in which these grievances could be examined into and so on?—Yes, I do.

Mr. *Austin.*

1807. Have you the same objection as the other witness to mentioning the names?—Yes, I have the same objection exactly.

Mr. *Banbury.*

1808. I suppose that wages vary occasionally slightly according to whether trade is good or depressed?—Yes, in some branches it does, the commoner branches particularly.

1809. Then do you contend that the Fair Wages Resolution should prevent the Government accepting the advantage of a decline in the rate of wages?—No, sir, it is not exactly a question of accepting the lowest; they have generally got the contract——

1810. You

Mr. *Banbury*—continued.

1810. You mean that the wages are put down after the contract has been examined?—Yes.

1811. I understood you to say that the men in the instance you have mentioned refused to accept the lower rate of wages, and afterwards changed their minds?—Yes, they did.

1812. Therefore the contract was not accepted until after they changed their minds?—Yes, I believe the contract was accepted as far as my information goes. I could not speak from certain knowledge.

1813. You could not be certain on that point?—No, I could not be quite certain.

1814. But you would admit that if there was any general decline in wages the Government would be entitled to the benefit of that decline?—Certainly.

Mr. STEWART UTTLEY, re-called; and further Examined.

Mr. *Sydney Buxton.*

1815. I UNDERSTOOD that this case I have here is one I had to ask Mr. Johnson about, but I find I should ask you. It is in reference, not to what you gave evidence of before with regard to the custom of the trade, but I understand this complaint is that a particular contractor took an Admiralty contract for hand-cut files, and that subsequently to that these files were made by machinery at a less rate of wage. Is that a case you want to place before the Committee; just refresh your memory with this paper; this is the paper I received (*handing same to the Witness*)?—This is a case where our society had an investigation into the whole affair, and it was proved that the contractor, whilst he had contracted to supply hand-cut files, supplied, and largely, machine-cut files, and a very large quantity of them were found and condemned. What I did want to say was this: that had there been no sub-contracting in that case our opinion is that the Department would never have come to the conclusion that they did, that there was not very much to choose as between the two classes of files. We discovered afterwards that the hand-cut files which had been supplied (which were examined by myself) were of such a poor quality that, being afterwards tested along with selected goods which were machine-cut, the hand-cut came out, of course, very much worse than they would have done, had they been of average quality; consequently the Admiralty said, "Well, one is practically as good as the other, and we will just put them all on a level;" whereas if there had been a fair test and that test had been in goods selected by representatives of both classes, the manufacturers and also the workmen, the test would have been a fair one; the Admiralty would have been then able to decide fairly on the merits, whereas, as it was, they were not. That is what we complain of. This thing has caused an alteration of the schedules without any conference with any of us, and we think we have been most unfairly dealt with.

Mr. HENRY BUSH, called in; and Examined.

Mr. *Sydney Buxton.*

1816. WHAT are you representing here?—The Portsmouth Branch of the Operative Stonemasons' Society.

1817. I understand the complaint you really want to make here is in regard to sub-letting masons' work; that is your principal reason for being here?—Yes.

1818. The names of the firms you have no objection to state?—Not the least.

1819. Just state the firms?—I. Saunders, of Southampton; Messrs. Perry and Co., of Bow, London, and Martin Wells, contractors.

1820. Just state the nature of your complaint against these firms, shortly?—The nature of the complaint is that they have sub-let the masons' work, which is considered by the masons of the town contrary to the Resolution of the House of Commons, and further, it is in opposition to the local agreement which has been made between the employers of Portsmouth and the masons of that town.

1821. You say it is a local agreement; will you read the rule to which it refers? The agreement has already been put in, Rule 7?—"Rule 7. Piecework:—That no piecework be allowed, and no worked stone to come into the town except square steps, flags, curbs and landings, and no bricklayers to fix worked stone."

1822. I want to know the particular job?—The first job is, "The R. A. Married Quarters," by Saunders, Southampton.

1823. What was Perry's job?—Perry's was the R. A. Barracks, adjoining.

1824. And Martin Wells?—Martin Wells was an electric light shop in the dockyard.

1825. At what dates did you make complaints of the departures concerned with reference to these contracts?—In December 1892 three delegates waited on Sir John Baker and raised the question of this work being brought into the town. That was in December 1892, December 17th.

1826. What was the correspondence; have you got the correspondence with the War Office there?—The correspondence I have here; shall I read you the correspondence?

1827. Give us the nature of it; that is sufficient?—The nature of it is this, that after conferring with the Department the reply was that they found it was the usual custom for the York steps and landings to come into the town. The grievance that affected us was evaded altogether.

Mr. *Sydney Buxton*—continued.

gether. We admit in our rule that York steps and landings we permit to come into the town. It is a general custom in that respect; but the whole of the dressings came into the town.

1828. What is the nature of the further correspondence ?—We wrote again to Sir John Baker explaining that we quite admitted that steps and landings were allowed to come into the town, but we wished him to press further and see what further he could do. We also sent two delegates to wait on Mr. Sanders (that was April 24th, later on) asking him to consider these rules which had not at that time come into operation—the rules which are binding on us now. He sent back the copy of the rules later on, and said he could not conform to these rules.

1829. Did you have any further correspondence with the War Office or the Admiralty ?—We corresponded again and pointed out that the work had been removed from Portland and was being done then in Southampton, but I was not very certain whether it was removed from Portland on account of the War Office action or on account of some of its being condemned when it arrived on the ground.

1830. You are speaking of Messrs. Sanders now, are not you ?—I am speaking of Messrs. Sanders.

1831. Did you have any further correspondence with the War Office ?—We have no further correspondence with the War Office with regard to that matter, but we go on then to complain of Perry and Co.'s work, the new barracks.

1832. I want to ask you this: I have it here on this minute paper of yours that the final reply of the War Office was that they would confer with other departments with a view to seeing what could be done in the future ?—Yes.

1833. What is the date of that reply ?—There is a reply to that effect, sir, but it is further on.

1834. Then I will just ask you this: in regard to Perry and Company, and Martin Wells and Company, the substance I take it of the correspondence with the Department is similar to that in the case of Sanders ?—Yes.

1835. Then I do not think you need trouble the Committee with it again, but give us, if you can, this final letter to which I have referred, because it seems to me to sum it all up ?—I have a letter here received from Mr. Woodall. "War Office, Pall Mall, 1st December 1894." He is writing the finding of the Committee.

1836. Read it then ?—"Sir,—I am instructed by Mr. Secretary Campbell-Bannerman to refer to the previous correspondence respecting the working of the stone for War Department Buildings at Portsmouth, on which subject a deputation attended here in June last. I assured the deputation when they were here that the matter should be carefully looked into from a general point of view, and that it should be considered not only by the War Office, but by the other Departments of the Government, which were interviewed. This has been done, and the conclusion which the Secretary of State has arrived at after full consideration, is that the War Office is not justified in treating stonework done at the quarries as a sub-letting which would constitute a violation of the Resolution of the House of Commons of 13th February 1891. How far the Department in future allows or forbids work at the quarries, is a matter which must be considered in connection with the details of each new work, and cannot, in the Secretary of State's opinion, be dealt with under a fixed general rule. —Your obedient servant, W. Woodall. To Secretary Operative Masons Society, 15, Stamford-street, Blackfriars, S.E."

1837. That is practically the final conclusion of the Department ?—Yes.

1838. Now take Messrs. Sanders' case. Has it been the usual custom in regard to their other work, apart from Government contracts, to have their stonework at Portland or at Southampton ?—I could not say whether it is the "custom"; they were, of course, strangers to us in Portsmouth.

1839. Can you say in reference to Perry and Company ?—Mr. Sanders we are dealing with now.

1840. You say you cannot say in reference to them now ?—I cannot say in reference to them; they were strangers, but I believe they did in Southampton have a yard where they used to do most of their work.

1841. What I want to arrive at is this: Whether these three firms or any one of them has made any distinction in their sub-letting of the stonework in regard to private contracts and in regard to Government contracts ?—I could not say.

1842. You could not say ?—No.

1843. What I want to know from you is whether in the ordinary custom of their trade these three firms do sub-contract their stonework ?—I could not say whether it is their custom to do that. They are strangers coming into Portsmouth taking these Government contracts, and the conditions we are governed by they upset by taking this contract, and it makes it rather harder for us to enforce our local agreement.

1844. Then may I take from you this: supposing one Portsmouth employer had obtained this contract he would then have been bound by this Rule 7 to which you referred ?—Yes.

1845. But these three firms being employers outside Portsmouth, but getting work in Portsmouth, have introduced into Portsmouth conditions of labour which do not prevail there in the ordinary way, and which any Portsmouth employer would not enforce ?—Just so. As a society we are not allowed to work for those men to fix this work.

1846. And I suppose that by getting their stone worked at Portland rather than at Portsmouth they are practically paying a lower rate of wages ?—They are.

1847. Therefore they may get their work done cheaper ?—They may get their work done cheaper.

1848. And therefore they are able to compete unduly with the Portsmouth contractors ?—That is our opinion.

1849. Therefore they are practically introducing into Portsmouth labour at the lower rate ?—Yes; it helps to defeat us in establishing a rate of wages; bringing work from this lower-paid district into ours defeats our rules.

1850. Those

Mr. *Sydney Buxton*—continued.

1850. Those which I have here, that you have put in; the working rules at Portsmouth have been already put in; but I would like to have it from you whether they are signed on behalf of both the employers and the men?—It is signed by the employers and the men.

1851. And do these employers, whose names are printed here (12 of them), practically represent all the considerable employers in Portsmouth?—They represent the important builders of the town.

1852. I mean, are they builders?—Yes. There are a large number of builders of various classes which we do not recognise at all, jerry builders, and such like; but these are builders that (some of them) take Government contracts.

1853. I wish to be quite clear about your position: do you go so far as to say that in the ordinary way of trade, apart from the Portsmouth question. the master builder ought in every case to work his stone in the town in which the building is done rather than in the quarries; or do you only say that having come to an agreement with regard to Portsmouth, an outside employer ought not to be allowed to come in to practically drive a coach and six through the agreement which has been come to?—We believe he ought not to do that; we believe he ought not to bring worked stone into the town, whether he does it himself or allows an employer in the town to do it in a district outside.

1854. Where there is in a particular district an agreement to the contrary?—Yes.

Mr. *Broadhurst.*

1855. The whole point that you have to complain of is that by these contractors being allowed to practically, in your opinion, evade the Government Resolution by having the stone worked outside the district, they have prevented the Portsmouth contractor having a fair opportunity of obtaining his share of the Government work?—Yes; I think that is so.

1856. That is the case, shortly?—Yes.

1857. And further, that the stone in the case mentioned was paid for at the rate of ½*d.* an hour less than it would have been in Portsmouth?—Yes, that is so; a ½*d.* an hour less.

1858. And an increased number of hours given to it per week?—Yes; I think four hours is the extra number.

1859. And the same thing applies in the case of all the three contractors?—Yes.

1860. In each one of them the contractors were persons outside the neighbourhood of Portsmouth?—That is so.

1861. That is your whole case?—That is it?

1862. And you complain of that?—We complain of that being brought in in opposition to the local agreement. That is our strong point. We feel that the Resolution was framed for the protection of the conditions of labour, which the workmen were able to enforce in the town, and by sending this work away we contend that they broke our conditions altogether.

1863. You have already said, in answer to my question, that you consider it an evasion of the Resolution of the House of Commons as to subcontracting?—That is so.

Mr. *Banbury.*

1864. I think you stated, in answer to Mr. Buxton, that there were 12 builders in Portsmouth who had signed your rules?—Yes, we have 12 names.

1865. Can you tell me how many builders there are in Portsmouth?—No; I should think there would be something like 60, such as they are.

1866. Then it is by no means the majority of the builders of Portsmouth who have accepted your view?—Many of the builders would not take a contract; they would not consider it.

1867. Then I understand you to say that the rules to which you refer had not been adopted when you first sent in your complaint to the War Office?—Quite so.

1868. Adopted by whom?—They had not been adopted by the builders; they were not adopted until May 1893. I explained that, because in fairness to Messrs. Sanders I thought we had not such a strong case before we established those rules as we had afterwards.

Mr. *Sydney Buxton.*

1869. The final decision of the Department was December 1894?—Yes.

1870. Nearly one year and nine months after these rules had been agreed to?—Yes; and consider what they would do in future contracts.

Mr. *Aird.*

1871. Do I understand you to say that the rule as read by you that no piece-work should be allowed; that no worked stone should come in, and other matters, has been agreed to by 12 employers of Portsmouth?—Yes.

1872. And signed?—Yes.

1873. Would any of those employers be equal to carrying out large Government contract work?—Yes, Messrs. Armitage & Hodgson carried out the Royal Artillery officers' quarters in Portsmouth. We have the signature here. That was a very large contract, and Henry Jones is another. T. P. Hall, Esq., carries out contracts for the Government, and W. R. and C. Light have done several jobs for the Government; they are respectable builders in the town.

1874. The first clause is, "That no piece-work be allowed." Now, the matter we are considering is the question of fair wages; but I think also we should consider a fair day's work?—Yes.

1875. Now, would your society object to an employer measuring up his workmen from time to time to see that he did get a fair day's work for a fair day's wages?—We should not object to that, sir, not if we were measured up in a fair spirit; but we should object to his putting us on a certain job at a certain fixed rate.

1876. I am not asking that, but merely that the employer should know that for his fair day's wages he gets a fair return; your society would not order a strike if he did that?—No.

1877. As regards "no worked stone to come in," does it not occur to you that it might be difficult for a contractor to undertake the completion of a work within any given time if it was one of the conditions that he should not bring stone from a distance?—We see no difficulty at all in a contractor carrying out his stone work.

1878. Suppose sufficient local labour could not be

Mr. *Aird*—continued.

be then obtained ?—If it can be shown by a contractor that he has no desire to evade the rule, but that the necessities of his work compel him to do this, I think that the society would be in duty bound then to respect his wishes.

Mr. *Powell-Williams.*

1879. Suppose a contractor at Portsmouth has got an establishment at Southampton and the Southampton wages are the same as the Portsmouth wages for dressing stone, should you still object to his bringing the stone into Portsmouth ?—Well, it would be an infringing of the rule as it is worded to do that.

1880. Then you would object ?—I think there would be objection raised to that.

1881. That is to say you would complain to the Department, whichever it was, that had given out the contract, on that score ?—Yes. We contend that the work should be done on the ground, wherever practicable, so that it might be under the supervision of the officer in charge of the work to see that it is carried out sound, and as it should be.

1882. Of course you would not call that your only reason ; you have other reasons besides that ?—Yes, we have other reasons besides that.

Mr. *Broadhurst.*

1883. With regard to the 12 builders ; the 12 who have signed the rules and recognised the contract between you and them practically comprise the building resources of Portsmouth ?—Yes.

1884. And the others, 40 or 50 perhaps, are the ordinary whitewashers or jerry-builders with whom you have nothing to do ; is that so or is it not ?—That is so. I may say that we have two or three other builders who have not signed, but who, whenever they have any work to do, conform to the rules as fairly as those that have given their signature.

Mr. *Sydney Buxton.*

1885. I want to ask one question that I forgot to ask before, and that is in reference to this point : I understand in Messrs. Sanders' case, at all events during part of the contract, they ceased to do their work at Portland and brought the stone from Southampton ?—Yes.

Mr. *Sydney Buxton*—continued.

1886. What is your complaint against them for having done that ?—It arose no doubt through the agitation that went on in appealing to the War Office about this. We are at a loss to know whether the removing of it to Southampton was on account of the War Office, or because some of the work was condemned that was brought on the job at Portsmouth, and that from that they thought they had better do it themselves and send it down. We do not know how this came about.

1887. Do you know what the rate of wages at Portland is ?—Sevenpence-halfpenny.

1888. The Southampton wages recently, I believe, have been raised to 7½*d.* ?—About three or four weeks ago.

1889. And what is the rate at Portsmouth ?—Portsmouth is 8*d.*

1890. So that substantially this firm by taking their work from Portland to Southampton would have gained on their contract ?—They really gained, the wages being less there.

1891. By taking it from Portland to Portsmouth they would have gained less on it ?—Yes.

Mr. *Broadhurst.*

1892. Was there some stone condemned ?—There was some stone condemned on these "R. A. married quarters" ; some was sent away off the ground, and it was carted away to a carman's yard, and a man was sent to re-rub it, and some was carted back again.

1893. Have you made it clear to the Committee that you do not object to the importation of square steps, flags, kerbs, landings, &c., ready dressed ?—We do not object to that at all, because that would be a difficult matter.

Sir *William Arrol.*

1894. "Square sets" is not a mason's job at all, is it ?—No ; square steps or large landings.

1895. I suppose you practically wish to make Portsmouth a close corporation, and have nobody allowed to get in there or to do the work except firms there at present ; you do not want anybody else ?—We do not care who comes ; that is not the question if rules are observed.

Mr. GEORGE A. JAMES, called in ; and Examined.

Mr. *Sydney Buxton.*

1896. WHAT are you representing here ?—The Plymouth branch of the Operative Stonemasons' Society.

1897. Just state the name of the contractor whom you have to complain against ?—We have to complain against Messrs. Pethick Brothers and also Mr. Shillibeer, both about the same thing, only the worst case is against Messrs. Pethick.

1898. I understand your chief complaint is on the question of sub-letting ?—That is it.

1899. Just state the nature of the complaint, will you ?—It is in connection with the Crown

Mr. *Sydney Buxton*—continued.

Hill Barracks ; we have had a lot of correspondence with Members of Parliament of the district about sub-letting the stonework for that job.

1900. When was this correspondence ; at what date did it take place ?—In 1895.

1901. Just state, shortly, the nature of your complaint ?—We complain that by sub-letting the stone it is against our interest in the neighbourhood, not only by taking the work away from the spot, but by working it at a cheaper rate in Portland, because the masons of Portland work 60½ hours a week and the masons of Plymouth work 54 hours a week ; if we worked 60½ a week as they do in Portland

we

Mr. *Sydney Buxton*—continued.

we should be receiving about 3*s.* 1½*d.* a week more money for our labour.

1902. I have here—I do not know whether you want to hand it in—a working code of rules of the operative masons?—Yes.

1903. That is signed on behalf of the Master Builders' Association and on behalf of the Operative Masons' Society?—That is so.

1904. And is it the working rules under which the masons work is done in Plymouth?—That is so.

1905. The wages are fixed; the rates are fixed, the walking time, and so on, but I do not see here any question as to the working of the stone?—No, we have not got that embodied there. It is some years ago since we had those rules drawn up, and at that time we had a difficult question to fight; we had piece-work to abolish; and during the dispute we had to throw away this rule to get the piece-work abolished.

1906. Is there any rule about it now?—It is generally understood, and most of the builders do their own work themselves, unless it is a Government contract and a large job; then they contend they cannot do it, because the men are not there to do the work.

1907. Take the case of Messrs. Pethick: Do you allege that where they had a private contract they would have the stone worked in Plymouth, but that when they take a Government contract they would have it done in Portland, and not in Plymouth?—No, I do not mean that exactly; but in the case of a large job, the same as at Crown-hill Barracks, they would send that away, but if it were a small job would probably do it themselves, or get it done in the town, or at one of the yards there.

1908. Is that because in the case of a large job like that of the Crown-hill Barracks, they would be unable to get it done in time in the place itself?—That is the contention, but it is not right at all; because there are plenty of men there to do the work; at the same time that this job has been on there have been members of ours walking about in want of employment.

1909. You communicated, I understand, in 1895 with the Admiralty and the War Office; what is the final reply you received from them. We need not go through all the correspondence; just read the last letter?—"War Office, Pall Mall, S.W., 11th December 1895. Sir,—With reference to your letter of 16th ultimo, forwarding a communication signed by representatives on behalf of the operative masons of the Three Towns and district on the subject of the working of stone for War Department buildings at Plymouth, I am directed by the Secretary of State for War to acquaint you that this matter has been carefully looked into from a general point of view, and the conclusion which he has arrived at, after full consideration, is that the War Department is not justified in testing stonework done at the quarries as a sub-letting, which would constitute a violation of the Resolution of the House of Commons of 13th February 1891. The contracts do not, of course, contain any stipulation that the stone should be dressed in the Three Towns."

Mr. *Sydney Buxton*—continued.

1910. That is substantially the answer which was given to the complaint made by Mr. Bush?—That is right.

1911. I do not understand that you are quite in the same position at Plymouth as they were at Portsmouth, because you do not seem to have quite the same agreement in regard to the matter as they have at Portsmouth, that is that it shall be done in the place?—We have not got the rule inserted, but we contend that if we worked the same number of hours as they do in Portland we should receive a certain amount more of remuneration than they do for it.

Mr. *Powell-Williams.*

1912. What you mean is that you claim that the Plymouth stonemasons should have the work and not the Portland stonemasons?—I do not know that we wish exactly to have it instead of the Portland masons, but we contend that the stone work should be worked in the towns, and that the Government contract should be carried out according to the stipulations of the Act of Parliament.

1913. That is what it amounts to, is it not?—I think it comes to that; it is certainly what we want in the town.

Mr. *Morrison.*

1914. How does it contravene the Fair Wages Resolution if there is no agreement?—On the question I have just answered, they work 60½ hours a week; we work 54, and if we were to work 60½ hours a week we should receive 3*s.* 1½*d.* a week more than they do for that time.

1915. The Fair Wages Resolution provides that the men employed on Government work shall receive the current rates paid in the district. The current rates in the district, I suppose, at Portland are paid at Portland, are not they?—Portland is some distance from Plymouth.

1916. I am quite aware of that, but the Portland men receive the current rate of wages, do not they?—That is right of course.

1917. Is it not a general custom in the building trade to buy stone at the quarry, dressed?—No, it is generally bought in the rough block and taken to the town, where the job is to be erected and there worked.

1918. Is it not often bought in the quarry roughly dressed?—No, not to my recollection. There are yards there that execute orders that they get from firms.

1919. Why should the contractor be compelled to pay the freight on a quantity of stone that has to be dressed off; he pays so much a ton, does not he?—That is right; he does not gain anything by that, because he has to pay more for tonnage for the dressed than he would for the rough stuff.

1920. Do you happen to know what the difference is?—Yes, I do.

1921. You do not know in figures what the difference is?—No, I do not know as to that.

Mr. *Aird.*

1922. As regards the question of sub-contracting would it not be better, supposing a London firm took a large contract at Plymouth, that

Mr. *Aird*—continued.

that they should arrange with a local firm as to some local contractor to do that mason's work rather than that they should send men themselves?—No; I do not see it like that myself. It tends to the sweating system. A contractor takes a job on; in the first place, he requires a profit on that, and, if he sublets it to another contractor, that sub-contractor expects a profit on his contract, and therefore the workman comes in to earn the profit on both.

1923. I am assuming that the second contractor is under the same obligations as the principal contractor; that is, that he should pay the same wages?—That is right, but I contend that he scamps the work in that case.

1924. You cannot say it is so?—It is so.

1925. I am assuming that he does the work equally well, and that he pays the same rate of wages; then do you see any objection?—Not if he does the work in the town; but if it is taken away from the town, and the money goes to a different district from our own, there is the job, and our men are walking about there.

1926. Suppose the principal contractor, instead of employing local labour, brought his own men from a distance into Plymouth and did the work himself; surely it must be against the interests of a local industry that it should be so?—Well, I do not know that I can answer that question of course; it has never been tested, not to my knowledge.

1927. In the interests of the local industry it is very desirable that it should not be so, is it not?—Any person would know that the difference of wage between London and Plymouth would debar that taking place. No contractor would bring his London men down there, because he would have to pay the London wage.

1928. It is not at all necessary to bring them from London, you know; he might bring them from Ireland or from Wales?—It would not make any difference to us; every man is supposed to get his living the best way he can.

1929. It would all affect the employment for the time being?—We could not help that; a man has to get his living.

1930. You were in the room and you heard me put the question to the last witness about a fair day's work for a fair day's wages, I want to ask you if as regards the Plymouth society they would offer any objection to a master measuring the amount of work done during the week to see that a fair week's work was done for a fair week's wage?—Well, I do not believe there would be any difference either side as regards that, except as measuring up each man individually, that is the question; it is always allowed to measure up a body of men's work, but where it is one man's work (or where they measure each man's work to himself) that has not been allowed, it has been abolished.

1931. Subject to a fine?—You are not allowed to do it at all.

1932. How is a master, if he gets his work done by an indifferent workman to find out that, and get rid of him, unless he knows what he has done for his weekly work?—If he has a practical foreman, that is the man to see to that; I should think if he has a practical foreman he can see when a man is doing a day's work, and when he is not.

1933. But at the same tim e, if that practica foreman wanted to satisfy himself upon the point the society would object to his doing so?—That is so; that is to measure one man individually.

1934. I merely want to get the fact. There has been a good deal said; not so much to-day, but on previous occasions, about this question of walking time. Now I want to know what the view of your society is upon that point. Assume that half-a-dozen men—or three or four men, or any number you like—living absolutely adjacent to the work in question and that others have to come from Plymouth: Would your society insist upon those local men claiming walking time equally with the Plymouth men, although they did not walk at all?—That is all according to whether they are living there at the time or not. We had different grievances down there on the same question, and it was decided that if a man was living actually on the spot and had not got to walk at all, the same as to an ordinary job, or as a man in the town would walk to an ordinary job, it was allowed him to have the privilege of working that time; but if he went to the country to live, in order to be there at the proper time he was supposed to start the same time as the other men.

1935. Then I may take it, that if the men are actually living on the spot prior to the work being commenced, the claim for walking time would not be enforced by the society, but only in the case of a man who goes out and settles down there afterwards; is that so?—The question as I understand it is this: We contend that a man must be living at the place, not two miles from there even if he is a country member.

1936. No, no; but within half a mile or a quarter of a mile say; in that case you would hold that the man was not justified in asking for walking time, would not you?—We should not enforce it.

1937. At all events, your society would not enforce it?—No.

1938. Then there is a further question I wanted to raise. I do not know whether you have in your rules an obligation that no worked stone should come into the town?—We have not got that rule, sir.

1939. You have not got it?—No, it is not inserted.

Mr. *Austin.*

1940. Is this practice of not working by piecework general in the trade?—It is general right throughout the society, in every town now, I believe; piece-work is abolished in almost every town so far as I am aware, without it is in the Cornish districts where they work granite; there it has been allowed, and it is a recognised thing that piecework should be allowed there.

Mr. *Broadhurst.*

1941. You would not want walking time for a man who was regularly living in the place (a native of the village), where the works happened to be going on?—No, that is what I answered just now.

1942. But if a man had come out from the place

Mr. *Broadhurst*—continued.

place where the others were, and squatted in a hut, you would say that was an invasion of the local custom?—That is right.

1943. Then the next thing is this: you object to a foreman measuring the work of one man against another in order to promote what is called in the trade "chasing"?—Sweating.

1944. We will stick to our own word, "chasing"?—That is it, sir.

1945. But you do not object to the foreman ascertaining what the works cost by getting the close measurement of the work?—Certainly not; not a bit.

1946. And you desire that the employer should know as frequently as possible how he stands?—Of course, he is quite justified in doing a thing like that.

1947. Then the question of quarry-worked stone is a matter of general custom in the trade, is it not; you object to it even where there are no signed local rules; local customs obtain where there are no signed local rules?—That is right.

1948. In many towns throughout the United Kingdom?—Yes; it is a generally recognised thing that the employer does his own work himself, especially the last few years, when we have not had such large jobs down there as are going on in the present. The work then was always done in the town; but since these large jobs have been taken in hand the work has been sent away and they have taken advantage of the non-existence of that rule.

1949. Of its non-existence in print and above signature?—Of the rules drawn up between the masters and the men.

1950. Is it your case that you complain of it as a sub-contract; when a contractor takes a Government building to build, is it your contention that he ought to do the whole of the work himself, and not sub-contract it to a quarry or any other place?—That is so.

1951. That is your case?—That is our point.

1952. That is almost all you have to say about it: the allegation that there are not a sufficient number of men to do the dressed stone work, as a rule, would not be quite correct?—No, far from it. There are men down there qualified to do anything, and plenty of them too.

1953. You have hundreds in Devonport and Stonehouse?—Yes, all round the district.

1954. You "grow" them almost?—I do not know about that; there are plenty there.

Mr. JAMES ALLEN, Junior, called in; and Examined.

Chairman.

1955. I UNDERSTAND you are here with reference to something that was said to this Committee in evidence a few days ago?—Yes, sir; I have been asked to attend.

1956. The Committee will be very glad to hear what you have to say; it is with reference to a notice which a witness said was posted up at your works drawing a distinction between trades union men and non-unionists?—Yes. That notice was put up, and we have always acted on that line from the beginning, owing to the nature of the contract with the Post Office. It is a contract for the carriage of mails, and the slightest interruption of it will necessarily cause a very great inconvenience to the whole community; and it has been apparent to anyone, I think, who has observed things for the past few years that to admit a trades union into a place will surely sooner or later end in a strike; and any strike of mail drivers must cause at least a temporary dislocation of the mail service, which would be a very serious thing; and therefore, on grounds of public policy, we have always acted on that line; not that we wish to draw any distinction between union and non-union men, but it was that we might be masters on our own place, and be able to perform our contract with the Post Office.

1957. Your contention, in fact, is that the nature of the contract which is held from the Post Office renders it quite a difficult thing to apply the undertaking of the late Government with reference to making a distinction between union and non-union men, indeed impossible, in your case?—Yes, sir; and more than that, it is an old contract, which was entered into before any such Resolution was ever passed or thought of.

Mr. *Sydney Buxton.*

1958. When does it date from?—From July 1887.

Sir *Charles Dilke.*

1959. For how long?—There is no time, sir; it is terminable on notice.

Mr. *Sydney Buxton.*

1960. What notice?—A year's notice.

Mr. *Broadhurst.*

1961. It is only a yearly contract?—It is a yearly contract, but it is a contract that has been in existence since 1887.

Mr. *Sydney Buxton.*

1962. What I want to know is this: is your contention that the terms of the contract have not been varied since 1886?—Yes, quite so.

1963. In none of your late contracts has any reference to the Fair Wages Resolution been put?—We have had no contract since 1887; the same contract has been in existence all the time.

Chairman.

1964. You have had no communication from the Post Office with reference to this Fair Wages Resolution at all?—None whatever. I may say, in fact, that I did not know of it until the day before yesterday at all.

Sir *Charles Dilke.*

1965. Did not know of what?—The Fair Wages Resolution, or something Mr. Buxton put in evidence in 1893.

1966. The

Mr. *Sydney Buxton.*

1966. The Post Office, in fact, has not kept you informed of what has been going on in reference to this matter?—No.

1967. Are you prepared to extend it to union and non-union men in the future, supposing your attention is drawn to it in the proper way?—I should have to go into that with the Government; it would be a question of terms. I have no prejudice against the union one way or the other, but I say this, and it must be obvious to anyone, that if you put yourself in the hands of a union you cannot be master in your own place.

Sir *Charles Dilke.*

1968. Does not exactly the same principle apply to the railway companies and the mail service?—Yes, I daresay.

1969. You are aware that the railway companies and the mail service do not exclude union men?—That may be; but there is a certain amount of difference there. We do no other work than Post Office work.

Mr. *Sydney Buxton.*

1970. I would like to ask you, as you are here, one or two questions in reference to what appears in evidence about your firm: What is your rate for these post mail-cart drivers; what do you pay them a week?—The minimum wage is 25*s.*

1971. And the maximum?—The maximnm is 30*s.*; one man gets 30*s.* I can give you the particulars here.

1972. I only want them roughly, or generally; do you have any deductions?—No, practically none.

1973. Or fines?—No; we sometimes stop a man for accident or damage through carelessness. We stop something then.

1974. I suppose, in your particular trade, there is no recognised rate, or what may be called a current agreed rate, between masters and men, is there?—There is no current agreed rate between masters and men, but the witness Cheeseman I think left the Committee in a very considerable fog on the question. There is a very well understood rate that is paid almost all round by all the larger contractors and carriers in London, and that varies (quite roughly) according to what came out here, from 21*s.* to 25*s.*

1975. What man is paid 21*s.*; what man is paid 25*s.*; and what man is paid 30*s.*?—Well, it will depend upon the length of time the man has been in the employ, and whether he is a single or a pair-horse driver.

Sir *Charles Dilke.*

1976. Is it not affected by the question of the amount of night-work?—No, I do not think so. I have not any personal experience, of course, of how other carriers work their business, but I do not think there is so very much night-work with other ones.

1977. Of course, a good deal of this Post Office work is night-work, I believe. Your firm does not do it, but all the driving to places like Chatham, Guildford, Brighton, and so forth, is night work?—Yes; that we do not touch; we have nothing to do with that.

Mr. *Sydney Buxton.*

1978. Do you contest the allegation of Mr. Cheeseman that the wages of these three firms mentioned (of which yours is one) vary considerably; yours, I am bound to say, being the highest?—I do not know what the other contractors pay, but I daresay the witness Cheeseman is not very far out in what he says about tha rate of wages.

1979. Of course, his contention was, broadly, that you paid about 25*s.*, that McNamara paid about 24*s.*, Messrs. Birch 22*s.* to 23*s.*, and Messrs. Webster about 21*s.*; that is to say, you pay substantially more than some of the others?—Yes.

1980. I do not quite see if this is at all correct how you can allege that there is a current rate, a recognised rate?—There are no two of the large contractors, probably, who pay to 6*d.* or a 1*s.* on the same footing, and without going into detail a great deal one cannot go into the question of two or three shillings. I have given it to the Committee, as near as I can, in a general way, and I have prepared a statement on the best information I was able to get, of the wages paid by some of the leading London carriers.

1981. You had better put that in?—I will put it in, certainly. (*The document was handed in.*) It comes to what I said, the minimum is about 21*s.*, although, in some cases it goes as low as 18*s.* or 19*s.*, and the maximum is 24*s.* or 25*s.* for pair-horse drivers who have been a considerable time in the employ.

1982. I may take it from you (because we really only want to know your side of the question) that when you put this notice up in your yard there was nothing in your contract with the department of which this was in any sense a contravention?—No, absolutely nothing at all.

1983. Your contract having practically gone on unaltered since; I think you said, 1887?—Eighteen hundred and eighty-seven it came into force.

Sir *Charles Dilke.*

1984. Now that you have been informed of what was stated by the Treasury in the McCorquodale case to the House of Commons, and accepted by the House of Commons, with regard to no distinction being made between union and non-union men in the case of Government contracts, should you be prepared, yourself, at once to put yourself in communication with the Post Office, and ask their advice under the circumstances?—No, sir, I should not, for this reason, because the tender upon which that contract was based was entered into many years ago when all this trades union business and these questions of strikes and things were not in contemplation.

1985. You are not aware that the same observation applies in the case of MacCorquodale's contract, Newton-le-Willows?—No, I know nothing about that at all.

Mr. *Broadhurst.*

1986. I understood you to say clearly that you had no objection whatever to trades union men working in your place?—I have no objection to them

Mr. *Broadhurst*—continued.

them except in this way, that it must sooner or later upset the arrangement, the carrying out of the services.

1987. Why?—Because they will strike.

Sir *Charles Dilke.*

1988. Have you never heard of strikes where there was no union?—No, I do not say that.

Mr. *Broadhurst.*

1989. Is that so; that you never heard of a strike where there was no trades union?—No, I do not say I have never heard that.

1990. Why should you have this dread of the unknown?—Only because I see it on every hand around me, that is all; look at any trade. Where is the trade in which they have not had a strike through a union now?

1991. Have you found cases where strikes are less frequent, and under better control when they do occur when managed by an organised body than when they are in the hands of an unorganised body?—I have no experience or no knowledge of strikes in the hands of an unorganised body at all; I have never had to do with one.

1992. I will ask another question; would you rather give up your contract with the Government than employ union men?—That is not a fair question, in this way, sir; in addition to entering into the contract we had to get a bond with sureties for a considerable amount, and any failure to perform the contract would lead to the enforcement of the bond; so there is a very considerable pecuniary loss behind it besides the question of trades unionism.

1993. Your wages range from 25*s.* to 30*s.* a week?—Yes, there is only one man that gets 30*s.*

1994. How many men have you, roughly?—One hundred and thirty-one regular men; there are other casual men too; 131 regular men, of whom 58 get 25*s.*, 48 get 26*s.*, 12 get 27*s.*, 12 get 28*s.*, and 1 gets 30*s.*

1995. Have you no stoppages for fines?—No.

1996. Not in case of a broken shaft?—Where it is clearly a case of carelessness on the part of the driver, we sometimes make him pay some of the damage, but it is very seldom.

Sir *Charles Dilke.*

1997. Your condition of wage apparently being less unsatisfactory than that of the other firms, and it being probable that the Committee would wish not to be unduly hard upon you, have you no suggestion of your own to make to get out of this difficulty; because you must see, do you not, that the promise given by the Government to the House of Commons will have to be enforced. Do not you think you had better take the initiative yourself?—Why should I. Things work very comfortably as they are now, and any change would be for the worse, and not for the better.

1998. Do not you see that, after the statement made in the House of Commons, it is impossible to go on as things are?—That may be; but the future must take care of itself. So far, I am quite willing to do anything the Government wish me to do.

Sir *Charles Dilke*—continued.

1999. Do not you think you had better ask what they do wish you to do?—No, sir. It is for them to say; it is not for me to go and give myself away.

Mr. *Banbury.*

2000. I presume your contention is this, that you have entered into an agreement with the Government to perform certain services for which you are paid a certain remuneration, and, if any conditions of that agreement are altered, you will require a higher remuneration?—It must be so; yes.

2001. And until the Government intimate to you that they intend to alter their relations with you it would be out of place for you to go to the Government and ask for a higher remuneration on your contract?—Exactly so.

2002. If the Government do come to you, and ask you to make certain alterations, then it will be a matter of negotiation between you and the Government as to what is to be done?—Exactly so; it is a question of terms entirely.

Mr. *Austin.*

2003. You are in favour of freedom of contract?—Yes, a free contract.

2004. Why should you deny the right to the workmen that you claim in order to protect yourselves?—I do not understand the question, sir.

2005. You do not deny, you say, that right to the workmen, that you want to protect yourselves?—I have got a right to arrange with my workmen on what terms they shall be in my service.

2006. Have you a right to interfere with the individual liberty of workmen?—I have not interfered with the individual liberty of workmen.

2007. You have not?—No.

2008. "Drivers are cautioned against joining any trades union or similar society, or becoming a member of any such association"?—Yes.

2009. Is not that interfering with the individual right of workmen?—No; because if the workman wants to join a trades union he can go into somebody else's service, that is all. It is simply a question of terms. It is perfectly well understood that we have set our faces against it from the first.

2010. Are you aware that in printing contracts and others, a notice is served on the contractors for evading this Resolution of the House of Commons?—As I say, I knew nothing about it at all until the day before yesterday, when a print of this evidence was put into my hands.

Mr. *Morrison.*

2011. I gather you are paying more than the rate of wages current in the district?—Well, I think on the whole that is so, yes.

2012. Then you are violating the Fair Wages Resolution to that extent?—Well, not exactly. As I say, it is the same scale that we paid 10 years ago, when the contract was entered into, before all these things were thought of.

2013. Would you have any objection to carry out the Fair Wages Resolution by putting down your wages?—Well, I do not know; I really could not say off-hand.

Thursday, 29th April 1897.

MEMBERS PRESENT:

Mr. Aird.
Mr. Allison.
Sir William Arrol.
Mr. Austin.
Mr. Banbury.
Mr. Sydney Buxton.
Sir Charles Dilke.
Mr. Maclean.
Sir Matthew White Ridley.
Mr. Powell-Williams.

SIR MATTHEW WHITE RIDLEY, BART., IN THE CHAIR.

Mr. WILLIAM LIDDELL, called in; and Examined.

Mr. *Austin.*

2014. You represent, I understand, the Belfast Operative House and Ship Painters and Decorators' Union?—Yes.

2015. What is your official position in regard to that union?—I am the General Secretary.

2016. Will you state the exact nature of the complaint you have come to make with regard to Government contracts?—The complaint is that the Government contract with regard to the military barracks in Belfast and district was let out to an employer who sub-let the contract in the first instance to an unfair employer; that is to say, the painting portion of it. The contractor from the War Office was a builder in Belfast, who sub-let the painting portion of it to an unfair employer, a painter, who employed a greater number of apprentices than what are allowed or agreed upon between the Master Painters' Association and the Operative Society; and he paid 1*d.*, and 1½*d.*, and 2*d.* less than the current rate of wages to the men and boys upon the job.

2017. What was the name of the firm?—Mr. Charles Boyd, builder, of Ormeau-road, Belfast.

2018. Had you any correspondence with the War Office on the subject?—Yes.

2019. Will you produce it, please?—Previous to corresponding with the War Office on the subject, in the first instance I communicated with Captain Gubbins, the district officer of the Royal Engineers, as follows: "Sir,—I am instructed to draw your attention as district officer to the mode adopted by Mr. C. Boyd, contractor for barrack work, of wilfully ignoring the House of Commons' Resolution *re* Government contracts and fair wages. The painting work now being executed at Victoria Barrack has been sub-let to an employer named Neill Collins, who is well known in our trade as an unfair employer. He has at present some 25 persons working at the barracks as painters, four or five of whom are journeymen painters, a similar number are not painters at all, and the large majority are run-

Mr. *Austin*—continued.

away apprentices a few years at the trade, lured away from their employers with the promise of 5*d.* or 6*d.* per hour for six months' work. As this is in direct opposition already referred to, we trust you will take such measures as are necessary to ensure of the work being done by competent workmen paid a fair rate of wage, the recognised rate in this district being 7½*d.* per hour. In the event of your being unable to deal with these matters, I will take it as a favour if you will, at your earliest convenience, let me know who are the proper authorities." That letter was written to Captain Gubbins on the 3rd of September 1895.

2020. What was the answer to that?—On 4th September 1895 I received the following: "Sir,—I beg to acknowledge the receipt of your letter dated 3rd instant.—I am, sir, your obedient servant, *G. Gubbins*, Capt. R.E., Division Officer, Belfast."

2021. Was there any subsequent correspondence?—Yes.

2022. Will you kindly read it?—I then wrote on 19th October 1895 to the Commissioners of Her Majesty's Works and Public Buildings. This was written to the War Office in London. I did not know the proper authorities to write to, but as Captain Gubbins had not taken any notice of my communication further than acknowledging it, I wrote to the Commissioners of Her Majesty's Works and Public Buildings in London: "Gentlemen,—I desire to draw your attention to the conduct of a contractor in Belfast, Mr. C. Boyd, who has sub-let a large contract of painting to an employer who neither pays recognised rate of wages nor employs competent workmen to execute the work. I enclose copy of letter sent to Captain Gubbins, district officer, who took no notice of the matter further than to acknowledge receipt of same. Hoping you will take such action as will prevent a recurrence of this grievance, I am, yours, &c., *Wm. Liddell*, Sec." I enclosed the former letter which I had sent to Captain Gubbins, in this letter

Mr. *Austin*—continued.

letter, to the Commissioners of Her Majesty's Works.

2023. Did you get a reply to that letter?—Yes, I received this reply. "War Office, Pall Mall, S.W., October 25th, 1895. Sir,—I have to acknowledge the receipt of your letter, dated 19th inst., relative to painting Victoria Barracks, Belfast, and to acquaint you that the subject will receive consideration. I am, sir, your obedient servant, *A. Major*, Director of Army Contracts."

2024. What further proceedings did you take after receiving that letter?—On the 13th November 1895 I received the following communication: "Division Office, R. E., 13th November 1895. Sir,—Would you kindly let me know, for the information of the District Officer (Captain Gubbins, R. E.), what are the recognised rate of wages per hour for journeymen painters in this district during the winter months, as he has been called upon to report on a complaint forwarded to him for investigation. Captain Gubbins has also instructed me to state, for your information, that when a complaint which affects the painters generally is preferred (as in this instance), he has great difficulty in arriving at anything approaching the true state of affairs. Individual cases are much more easily dealt with. I am, Sir, yours faithfully, *Richard Murray*."

2025. Did you reply to that letter?—Yes.

2026. Will you read your reply?—"61, Great George-street, Belfast, November 15th, 1895. Dear Sir,—In reply to yours of the 13th (received to-day), *re* painters' wages, I have to state that no change takes place in the rate per hour during winter months, 7½*d.* being the rate paid all the year round in this district. While we acknowledge the great difficulty the captain would have in getting positive evidence regarding the abuses generally complained of, we have reason to believe our statements are correct, and that none of the men there at present are receiving the standard wages, as a great number are incompetent men, and when the contractor could have competent men for the standard wages, why does he insist on employing this class. We also understand that in order to evade the terms of contract the employer Collins is acting as foreman only for Mr. Boyd; and further, that he is paying men 6½*d.* per hour, and cautioning them, if asked by the engineer, to say they have 7½*d.* per hour. One of the men who was employed at the barracks makes this report, and if I can assist the captain by bringing this man forward I will endeavour to do so. Yours, &c., *Wm. Liddell.*"

2027. Was there any further correspondence?—Yes; the further correspondence was with Mr. A. Major at the War Office, on November 25th; there was no further notice taken of it by Captain Gubbins, in Belfast, and I wrote to Mr. A. Major at the War Office. "61, Great George-street, Belfast, 25th November 1895. Sir,—On the 19th October I had occasion to draw the attention of your Board to the conduct of the contractor at the military barrack, Belfast. At that time I made a general complaint that incompetent men were employed to do the painting work, and that the recognised wages of the district was not being paid, a statement which we were prepared to prove. I had an acknowledgment of that letter from you, stating the matter would be inquired into. The following Saturday but one Captain Gubbins superintended the payment of the painters employed, and saw that all but four apprentices received 7½*d.* per hour, which is the proper wages of this district. But what is the fact? Those of the men who did not return the amount received in excess of what they had been receiving previously (6½*d.* per hour) had the amount stopped the following Saturday; and one of them, who objected to this being done, was dismissed. He then went and reported the matter to Captain Gubbins, who took the trouble to write Boyd, the contractor, on the subject, asking him to pay this man the balance of wages he was entitled to at 7½*d.* per hour, which he succeeded in obtaining, after going to his office on several occasions and threatening to take out a process against him; and, in reply to the captain's note, Boyd said it had been a mistake on the part of his foreman that he had been paid short. But if that was a mistake it seems strange that a similar mistake has been made all the time the job has been going on, as the only occasion they got paid the wages was the one pay-day already referred to, and had to give it back afterwards, if not, they were dismissed. The man I refer to reported the matter to me, although not a member of our society, and I had an interview with Captain Gubbins with reference to the whole question, stating I was prepared to produce other men who had been on the job, to prove, if necessary, that the wages of the district was not, or ever had been, paid at this job. But the captain said it was not necessary for me to do so, as he was perfectly satisfied the men were not being paid the recognised rate for painters in the district, but were being paid from 5*d.* to 6½*d.* per hour, he having seen several paid 6*d.* since the occasion I refer to. Having, as he himself stated, satisfied your officer that your Board was being swindled out of a large sum of money, and that competent workmen were being swindled out of the opportunity of earning hundreds of pounds in this work, which they should be doing, the contractor charging you 7½*d.* per hour, the rate for competent workmen, and putting in his pocket the difference between that and the rate he paid the men, in some cases 2*d.* per hour, in others 1½*d.*, and in all cases 1*d.* at least per hour, as well as his percentage of 8½*d.*, I believe, on the work. We thought the most difficult portion of our duty was performed, as we know the difficulties connected with procuring satisfactory proof to enable active measures to be taken; but having done so, we expected that the officer in charge would have taken such measures as would either have compelled the contractor to cease this dishonest practice, or deprive him of the contract as, we believe, your Board reserve to themselves the right to do so, when they find a contractor acting in such an unscrupulous manner. But, to our surprise and regret, we found that, instead of taking this, as we thought the proper action, Captain Gubbins goes on to say that, in his opinion, 6*d.* or 6½*d.* per hour is sufficient wages for men doing the class of work which is being done, as he does not consider it requires much skill to perform, as it is plain

Mr. *Austin*—continued.

plain painting and distemper colouring. But we wish to point out to your Board that we, as practical men, consider as much skill is required in this class of work as in any other to execute it properly, and that 7¼*d.* per hour is the lowest rate paid for any class of work in this district, and as this work comes in under the painting contract, we hold that the Fair Wage Resolution applies to all work, and the work referred to has always been done by skilled workmen. We also wish to draw the attention of your Board (with all respect to Captain Gubbins), that in all our experience in dealing with this resolution, this is the first occasion that we are aware of where any officer has constituted himself or his opinion as the authority to decide whether a certain class of work does or does not require much skill to perform, or to allow a contractor to pay several rates of wages according to his judgment of skill required to perform the work (as well might we say it does not require much skill to be a Captain, R.E.), such wages being below the recognised rates of the district. And we submit that, whether intentionally or otherwise, the contractor for the work has been allowed to evade the Fair Wage Resolution too long; the conditions of which we consider are very clearly defined, so clearly that it leaves no doubt that the officer in charge should know his duty to be to see that the work is properly done by skilful workmen, and that the rate of wages paid in the district is paid to these workmen. We hope your Board will issue such instructions as will immediately remedy this grievance. Yours respectfully, *Wm. Liddell*, General Secretary.—*A. Major*, Esq., War Office."

2028. Was that letter acknowledged?—Yes, the following acknowledgment was received on the 29th November 1895: "Sir,—"I have to acknowledge the receipt of your letter, dated 25th instant, relative to painters' wages at Belfast, and to acquaint you that the subject will receive consideration. I am, Sir, your obedient servant, *A. Major*, Director of Army Contracts."

2029. Was there any further correspondence?—Yes. On December 17th, 1895, I wrote to Mr. Major. "Sir,—I beg to remind you of communication from me *re* painting at Victoria Barrack, Belfast, and your acknowledgment of same on November 30th; but, so far as we can ascertain, no action has been taken to remedy the grievance complained of, although indisputable evidence was given to prove that the Fair Wage Resolution was being violated. Please say whether your Board intend to have same carried out, or if they ignore the resolution as well as the contractor and their engineer. Hoping to have an early and favourable reply, Yours, &c., *Wm. Liddell.*"

2030. Was that letter replied to?—Yes; on the 30th of December I received the following: "Sir,—In reply to your letter of the 17th instant, respecting painting at the Victoria Barracks, Belfast, I am directed by the Secretary of State for War to acquaint you that further inquiries are being made in this matter, and it is hoped that a decision may soon be arrived at. I am, Sir, your obedient servant, *A. Major*, Director of Army Contracts."

2031. After all this correspondence, what further action did you take?—No action was taken that we could ascertain by the officials in authority, and my executive committee instructed me to communicate with our four Members for Belfast, Sir James Haslett, Mr. Arnold-Forster, Mr. William Johnston, and Sir Edward Harland, I believe it was at that time. Mr. Arnold-Forster kindly took up the matter, and asked a question in the House of Commons on March 17th, 1896.

2032. Would you read the Question?—This is as it appeared in the Belfast papers: "Government Contracts and Wages." Mr. Arnold-Forster asked the Financial Secretary to the War Office whether the resolution with regard to the payment of fair wages in Government contracts is in force in Ireland; whether his attention has been called to the fact that the terms of the resolution have not been complied with in respect to the contract for painting the Belfast barracks; and whether he will state the reason for his departure from the terms of the resolution, and will give instructions that its terms shall be complied with in the future. Mr. Powell-Williams, in reply to the honourable Member: "I have to say that the Fair Wage Resolution of the House of Commons is in force throughout the United Kingdom in respect to all Government contracts. In regard to some of the workmen of the particular contractors referred to, complaint has been made of departure from the terms of the contract, and that matter is being made the subject of inquiry. The honourable Member may be quite well assured that if the result of this inquiry shows that the terms of the contract have been broken proper notice will be taken of the matter. Mr. Fenwick asked whether the honourable Gentleman was aware that the only occasion on which fair contract was observed by this contractor was when the officer representing the department was present, that the men who received the contract prices at that time were compelled to refund the money under pain of dismissal, and that one of the workmen who refused was so dismissed. Mr. Powell-Williams: I am not aware whether the last statement of the honourable Member's question is correct, but the other statements are apparently to a large extent correct. These matters are under inquiry, and I cannot give at the moment any more definite answer in relation to them."

2033. Were any further questions put in the House of Commons on the same subject?—Yes. I have not a copy of what passed with me, but Mr. Powell-Williams was to give a reply in two weeks' time from that date, the 17th of March, and when the two weeks' time arrived Mr. Powell-Williams asked Mr. Arnold-Forster to adjourn the question for two weeks further. In the meantime, an official from the War Office was sent over to Belfast to make inquiry, and I was requested to appear at the Victoria Barracks before that official, which I did, and I gave my evidence to that official. Then, on 17th April 1896, Mr. Arnold-Forster asked the Financial Secretary to the War Office whether inquiries have been made with regard to the case of the alleged contravention of the Fair Wage Resolution in respect to the painting of the barracks at Belfast; and if he can state what has been the result of such inquiries; and whether, in the event

Mr. *Austin*—continued.

event of the Resolution having been departed from, as alleged, he proposes to take any, and what, steps to guard against the recurrence of such an event. (Mr. *Powell-Williams.*) Yes, sir; strict inquiry has been made into the matter referred to by the honourable Member, and, as the result, the Secretary of State is satisfied that the contractor has not paid the current rate of wages to some of the workmen employed. It has, therefore, been decided to give him notice to terminate the contract the conditions of which he has broken."

2034. What period elapsed from the time you wrote the first letter to the time of the grievance complained of being remedied?—The 3rd September 1895 was the first communication I sent, but the job had been in progress for about two months previous to that. We were unable to give sufficient evidence to prove at any earlier date than 3rd September 1895 that the Fair Wages Resolution was being ignored, and the decision of the War Office authorities, as explained in the House of Commons by Mr. Powell-Williams, was 17th April 1896. In the meantime the job had been completed.

2035. Did the authorities take any action in regard to the deduction that you say was made, and which afterwards had to be refunded to the contractor?—As I explained in my letter to Mr. Major, of the 25th November 1895, Captain Gubbins did take the trouble to write to Mr. Boyd, the contractor, in one particular instance where a man complained that he had not been paid the wages he was entitled to; that he refused to refund it, but it was stopped off on the following pay day. He complained to Captain Gubbins that the money had been stopped, and Captain Gubbins wrote to Mr. Boyd, the contractor, "asking him to pay this man the balance of wages he was entitled to at 7½*d.* per hour, which he," the man "succeeded in obtaining after going to Mr. Boyd's office and threatening him to take out a process against him" for the amount of the balance of wages that had been stopped on the previous Saturday.

2036. The remainder of the men had to refund the money to the contractor?—To the subcontractor. He waited at the barracks' gate for the men going out, and they refunded the money they had got in the excess of 6½*d.* on the Saturday when they were paid it, as Captain Gubbins was superintending the payment.

2037. And no immediate notice was taken of that by the authorities?—No; none that I am aware of.

2038. Had this contractor any other work in hand at the time?—Yes; he builds houses on his own account.

2039. I mean had he any other War Office contracts?—He had all the War Office contracts of the district, I understand.

Mr. *Powell-Williams.*

2040. He is a triennial contractor?—Yes.

Mr. *Austin.*

2041. Was the same system adopted in carrying out his contract at Carrickfergus Castle?—Yes.

2042. Have you the same complaint to make with regard to that contract?—Yes.

Mr. *Austin*—continued.

2043. Was it remedied in that case?—No; That is what we complain of. He did work at Carrickfergus Castle under the same conditions exactly as at the Victoria Barracks nine months later than this contract at the Victoria Barracks.

2044. Notwithstanding all this correspondence that had taken place?—Yes.

2045. What percentage of the men in Belfast are members of your union?—About 95 per cent.

2046. So that, practically, you represent the whole painting trade?—Yes, the whole painting trade in Belfast.

2047. Have you agreements between the employers and your association?—Yes.

2048. Will you put them in?—Yes. We have an annual conference with our employers, and we draw up agreements every 12 months. I will first hand in the agreement worked upon at that time, and then I will hand in the last agreement (*handing in the same*).

2049. Did the contractor preceding Mr. Boyd conform to your requirements?—Yes.

2050. Has Mr. Boyd any contract in hand at present?—I am not aware. He is the triennial contractor, and I cannot say whether the three years have expired or not.

2051. Have you a complaint to make in regard to any public department in Ireland?—Yes, with regard to the Board of Works we have some complaint to make.

2052. As regards the Board of Works in Ireland, what complaint have you to make?—The Board of Works in Ireland have control of the police barracks, Queen's Colleges, and the Post Office, I think. They carried out the contracts under the same conditions; they let the contract to an unfair employer, a man who employed a greater number of boys than were agreed to between the employer of painters and the Operatives Society in Belfast and district, and they paid less wages, in some cases 2*d.*, 1½*d.*, and 1*d.* an hour less than the standard rate of wages. I was in communication with the Board of Works in Dublin and their inspector in Belfast with regard to the Springfield Police Barracks, that is the new barracks being built on the Springfield Road. The contractors, Fitzpatrick Brothers, sublet it to an unfair employer of painters, and I communicated with the official of the Board of Works in Belfast in the first instance; and, as in the case of the War Office officials in Belfast, no notice was taken until I wrote to headquarters in Dublin, and then I got a reply that they had made inquiries with regard to the job complained of. They found that the contractor was not observing the Fair Wages Resolution, but as the job was so far advanced they did not think it wise to take the job from him, but they would take measures to prevent a recurrence of the grievance.

2053. Is that the only Department you have to complain of in Ireland?—Yes, that is the only Department I have to complain of.

2054. Have you furnished a list of your employers to the Public Departments?—In the case of the Board of Works, after I had made this complaint and got a reply, in the case of the next job they had to let out they wrote to me asking for a list of the fair employers in Belfast, which I supplied, and from that time up to the present

Mr. *Austin*—continued.

present I have no reason to complain of their action. All their work has been given to fair employers since.

2055. One question more with regard to the contract at Carrickfergus Castle. You stated that the contract lasted nine months after this correspondence?—I do not know whether it was working all the nine months, but at the end of nine months after this Victoria Barracks contract, this contractor did work at Carrickfergus Castle under the same conditions.

2056. Notwithstanding all the correspondence with the War Office authorities?—Yes, notwithstanding all that.

2057. Do you find any difficulty in approaching the heads of Departments in Ireland?—Yes, we do not know where to apply to to remedy the grievance. In this instance we applied to Captain Gubbins, as the district officer, and apparently he had no authority to interfere, nor did he seem inclined to interfere; he rather seemed inclined to back up the contractor by saying that although he was doing it under unfair conditions, in his opinion the contractor was paying sufficient wages for the skill required to perform the particular work.

2058. So that Captain Gubbins became the interpreter to say whether a certain class of work required skill or not?—Yes, that is what we complain of.

Mr. *Powell-Williams.*

2059. Are you aware that Captain Gubbins himself brought the case to the notice of the War Office, that this contractor had apparently cheated them by paying wages of a certain amount, and then recovered a portion of them back. Are you aware that he himself, of his own motion, brought the matter forward?—No; he brought it before the War Office after I had complained, and produced the men who had complained.

2060. Would you be surprised to hear that before you appeared upon the scene he had called attention to it?—No, because Captain Gubbins showed me the communication he was about to send to the War Office after I had made the complaint.

Mr. *Powell-Williams.*] I will call the Director of Contracts, Mr. Major, to give evidence upon this point later on.

Mr. *Austin.*

2061. Was there only one man who was refunded the money that had been stopped?—Only one.

2062. So that this contractor extracted money from a large number of men, and although the authorities were cognisant of it, no action was taken?—Yes.

2063. Did you make any other complaint?—Perhaps I should explain that in this triennial contract we understand that all the barracks in the district are contracted for under the same conditions; if that is not so, I will be pleased to be put right. We held that when one portion of the contract of the Victoria Barracks was done under unfair conditions, and the War Office authorities were satisfied that that portion was done under unfair conditions, it was the duty of the War Office to withdraw the other portions of the contract which were contracted for under similar terms, and for the same period. Notwithstanding that the Victoria Barracks was withdrawn from this unfair contractor, the War Office authorities allowed him to retain the other portions of the contract for which he had contracted, and he has done them under the same unfair conditions as the Victoria Barracks. Had we known he would be allowed to execute the work at Carrickfergus Castle and Woodville Barracks, and other barracks in the district, we would have made a complaint with regard to each individual barracks.

Mr. *Powell-Williams.*

2064. Was any complaint made with regard to this contractor except respecting the Victoria Barracks?—Yes, it was as to his general contract. It was a general complaint that we made.

2065. Was any specific complaint made as to the conduct of this contractor except as regards the Victoria Barracks?—Yes, as to his whole contract.

2066. To whom?—This correspondence refers to the general contract, not especially to the Victoria Barracks, but all he had contracted for under similar conditions. It was in regard to the general contract.

Mr. *Austin.*

2067. Did your society take any action to recover the money?—No.

2068. Because the men were not members of your society?—They were not members of our society. They were working under the wages, and consequently could not be members of our society; they were strangers; some were imported from Ballymena and other districts outside Belfast, they were boys who had not completed their apprenticeships, who were lured away from their employers.

2069. Have you any suggestion to make with a view to the better working of the Fair Wages Resolution?—We have several suggestions to make. The first suggestion would be that we would like a much handier method of communicating with those in authority to deprive an unfair contractor of the contract, because we derived no benefit from this contract being removed from the unfair contractor. The job was completed before the reply in the House of Commons on April 17th; the job was completed in January, and as from September to January is the dull season for painting, not only in Belfast, but all over the country, we think it a great grievance that 20 or 25 of our members were deprived of earning a living during the slack season. We found in these communications we had to communicate in the first instance with Captain Gubbins; he did not take any action; then we had to communicate with Mr. Major, the Director of Army Contracts, and, owing to the circumlocution of the War Office, no direct advantage was derived from the termination of the contract. The painters in Belfast did not derive any benefit from the contract being terminated at the time it was. This great contract that was made is only made once in seven years; consequently they lost it at the time, and it will be seven years before it is done again. Our opinion with regard to it is that even after all our

Mr. *Austin*—continued.

our communications with the War Office and with the Secretary of State we would have received nothing further than an acknowledgment of those communications, except for the action of Mr. Arnold-Forster in the House of Commons.

Mr. *Powell-Williams.*

2070. I give that statement a most unqualified contradiction; it is absolutely untrue?—I am only expressing our opinion.

2071. If you express it as your opinion I have no objection; but if you state it as a fact I must give it an unqualified contradiction?—I am not in a position to state it as a fact; it is our opinion.

Mr. *Austin.*

2072. The fact remains that before your grievances were remedied several months elapsed?—Yes, from September 1895 to April 17th 1896.

2073. Would you be in favour of your trade societies communicating with the Labour Department of the Board of Trade instead of communicating with the several departments?—Yes, if the Board of Trade would take up the grievance on the complaint being made.

2074. You think that would be a quicker method?—Unless there was some official in the several districts where the contract is running who would have authority to terminate the contract on being satisfied that the Fair Wages Resolution was not being observed. Captain Gubbins stated himself he was satisfied that the Fair Wages Resolution was not being observed, and yet he had no authority apparently to terminate the contract. And not only had he no authority to terminate the contract, but Captain Gubbins stated that in his opinion the wages being paid were sufficient, notwithstanding the Fair Wages Resolution. We understand, under the Fair Wages Resolution, that one of the conditions to the contract is that if the contractor does not observe the Fair Wages Resolution the department giving the contract has authority to impose a money penalty and to terminate the contract as well.

Mr. *Sydney Buxton.*

2075. You mean that may be in the contract, not in the resolution?—It is in the contract. We believe if that was carried out it would have a very salutary effect upon these unfair employers.

2076. With regard to a question Mr. Austin has just asked you, I understand your great difficulty in Ireland has been, in the first place, that you have not known what departments, in some cases at all events, to apply to to have the grievance remedied?—Yes, that is so.

2077. And, in the second place, where you have applied you allege that there has been an undue waste of time in remedying the grievance?—Yes.

2078. Mr. Austin asked you just now whether, in your opinion, if there were some specific department, such as the Labour Department of the Board of Trade, to whom direct application could be made, and who would deal with the matter promptly, that would, in your opinion, be an advantage from the point of view of the workmen; and I understand you to say you think it would be?—Yes; undoubtedly.

Mr. JOHN FITZPATRICK, called in; and Examined.

Mr. *Austin.*

2079. YOU are the representative of the Amalgamated Society of Carpenters and Joiners of Dublin?—Yes.

2080. And also the President of the Trades Council there?—Yes.

2081. Will you state what is the nature of the complaint you have to make, and enumerate the departments which you have complaints to make against?—In the first place, I have to complain in regard to the contract given to a contractor of the Board of Works, a firm named Collin Brothers, of Portadown, who have got a contract for the Portrane Asylum.

2082. When was the contract given?—It was a contract given about April last year.

2083. Did you take any action in the matter?—We did. The complaint we have is this: wages at Portadown are 28*s.* a week, and in Dublin 36*s.*, and when the Four Courts job was finished all the joinery work was made at Portadown and brought to Dublin and fixed; we held that, according to the true reading of the Fair Wages Resolution, the work should have been done at Dublin, as being in the district, and we hold that the same thing would apply to Portrane.

Mr. *Austin*—continued.

2084. Did you make any representations in the matter to the Board of Works?—Yes.

2085. Have you any correspondence in the matter?—No, I have not, on that subject; it is nearly all verbal. On that matter I, with some of my colleagues, representatives from the Parliamentary Committee of the Irish Trades Union Congress, and representatives from the Dublin Trades Council, which included three carpenters, waited upon Mr. Gerald Balfour and the Secretary to the Treasury, Mr. Hanbury, and pointed out to them that, in our opinion, the true reading of the Fair Wages Resolution should convey that the wages in Dublin should be paid and the work manufactured in Dublin for such a job as for the Library of the Four Courts. Since that job was done, Collin Brothers have got the contract for the Portrane Asylum, and they had not paid the wages current in the district, at the Portrane Asylum job, up to within a fortnight ago, or until such time as it was announced that a witness would be called here on the subject.

2086. Have you waited upon this firm with regard to that matter?—No.

2087. Did you communicate with them at all?—No, I only went to Portrane Asylum and found

Mr. *Austin*—continued.

found men workin there at 7½*d.* an hour, the standard rate of wages being 8*d.*

2088. Is that within the Dublin district?—It is 10½ or 11 miles from Dublin, and we hold that it is within the Dublin district.

Mr. *Banbury.*

2089. When you say "we," whom do you mean by "we"?—The Trades Union.

Sir *Charles Dilke.*

2090. Do the masters agree to that; have you an agreement with the masters?—Yes, we have an agreement with them.

2091. Do the masters agree that that is within the district?—Yes, it extends 12 miles round; it includes Bray and Kingstown.

Mr. *Austin.*

2092. Are the great majority of the masters in Dublin members of the Masters' Association?—Mostly all; I know of no exception, except only one or two, who are not master builders, but who are more or less builder providers, and employ joiners, but all the builders are members of the Masters' Association.

2093. What complaint have you to make with regard to the War Office?—We have complained that the soldiers stationed in the different barracks, the pioneers and others, do the carpenter's work themselves in the various barracks in Dublin at 1*s.* a day, or something like that, after the contractor has agreed to do the work at 3 per cent. or so under the scheduled price. The contractor employs a staff, and when they come to the barracks to do the work, they find the soldiers doing it, and they are dismissed.

2094. Would you explain that a little more clearly. Do I understand that the contractor employs soldiers on the work?—No, the War Office does.

2095. In conjunction with the men employed by the contractor?—Yes. When the War Office people were appealed to on the matter to prevent this evil, instead of handing the work-order to the foreman of works employed by the contractor, he hands it to the pioneer sergeant and the pioneer sergeant does the work; that is our complaint.

2096. Has there been any complaint made about the way the work is done or who supervises it?—There has. Of course we do not know anything about it. We only know that frequently we have had to go and take down the work and refix it.

2097. Have you made representations to the War Office authorities upon this matter?—Yes.

2098. With what result?—I received the following letter on the 10th October 1894 from the War Office, Pall Mall: "Sir,—With further reference to your letter of the 15th ultimo, forwarding a communication from the Dublin Branch of the Amalgamated Society of Carpenters and Joiners, relative to soldiers doing carpenter's work in the various barracks in Dublin, I am directed to acquaint you that the Secretary of State for War considers it desirable to employ soldiers on such repairs to War Department buildings as they can carry out; and that he cannot admit that this is, in any respect, an interference with the general artificer's trade or an infringement of the House of Commons Resolution as to the payment of the current rate of wages."

Mr. *Austin*—continued.

2099. Was there any further correspondence?—I also wrote subsequently on 25th November 1895. My society were of opinion that Lord Roberts might be appealed to as Commander-in-Chief of the Forces in Ireland. The matter got a good deal worse; for two years in Richmond Barracks there was not a civilian employed on any part of the labour of the barracks, whereas heretofore there were up to 30 or 40 men employed. This is the letter we received from Lord Roberts in reply to the appeal to give civilians the work. "I am desired by Field-Marshal Lord Roberts to acknowledge the receipt of your letter of the 25th ultimo, in which, upon behalf of the committee of the Amalgamated Society of Carpenters and Joiners, you ask for information in regard to the system adopted to keep in repair the barracks in Dublin. In reply, His Lordship wishes me to inform you that every district has its triennial contractor, as formerly, who carries out repairs when ordered by the Royal Engineers. He has no contract to keep the whole barrack in order, but is paid at contract rate for each piece of work done. By an Army Order issued (Q.R. VII., paragraph 202) as many of the repairs as possible have to be done by pioneers. They can, however, do only a small proportion, and so the contractors get the bulk of the work. In other stations where there are companies of Royal Engineers, of course a good proportion of the work is done by them. I am, yours obediently, *Henry Streatfield*, Major."

2100. Apart from the employment of soldiers, have you any complaint to make specifically with regard to the way in which the contractors work under the War Office?—No, the contractors pay the standard rate of wages, but what we complain of is that they do not get the work.

2101. Your point is that the soldiers are brought into competition with the civilians?—We complain that for Richmond Barracks particularly the Guards and the Rifle Brigade have been doing the work for several years.

2102. I think that is going outside the scope of our reference, and I will not pursue that further. Now, as regards the Portrane Asylum, at the present time is the contractor conforming to the regulations?—Yes.

2103. How long has that been so?—About a fortnight ago.

2104. How long is it since he commenced the contract?—Six months ago. The job of the Asylum itself is not begun, but he got a supplemental contract of 11,000*l.* which he never competed for and he is going on with it at present, that is for temporary accommodation to relieve the crowding of Richmond Lunatic Asylum; they are wooden structures. He has had men only paying them 6*d.* and 6½*d.* an hour rate of wages, whereas the current rate of wages in Dublin is 8*d.* He first maintained that it was within the district of Portadown when spoken to on the subject.

2105. Would you put in a copy of your rules, if you have a copy of them here?—Yes.

2106. That will explain why the Dublin district

Mr. *Austin*—continued.

district is?—Yes. This is a copy of the working rules for the Dublin district as agreed to between the master builders and the Amalgamated Society of Carpenters and Joiners (*handing in the same*).

2107. That is agreed to by the great majority after conference?—Yes, they all agreed to that. After a number of conferences, which lasted 13 or 14 weeks, that was agreed to.

Mr. *Maclean.*

2108. You do not want, do you, to prevent an employer in Dublin from getting his material from Portadown, supposing he pays the rate of wages current in the district there?—We complain that in a job in Dublin given by the War Office or the Board of Works, or any other Government Department, it is most unfair to the Dublin employers, and to us who are living in Dublin, that it should go to men who will make it all away in Portadown at a less wage, and then come up and fix it in Dublin. The rate of wages in Portadown is 28*s.*, while in Dublin it is 36*s.*, and no Dublin contractor could compete under such circumstances.

2109. But you would not prevent a Dublin contractor from getting his materials from elsewhere, supposing he deals fairly with the workpeople who make them, would you?—Yes.

2110. You cannot grow wood in Dublin, for instance, you must get it somewhere else?—You cannot compel any man to get his material at any particular place, but we would ask the Department to see that the spirit of the Fair Wages Resolution of the House of Commons is followed. The current rate of wages in the district should be paid.

Mr. *Powell-Williams.*

2111. Do you contend that the spirit of the Resolution of the House of Commons goes beyond this; that wherever a man obtains the materials or the work for the contract he should pay the current wage?—Yes.

2112. Do you say it goes beyond that, and that it comes to this, that the wages applicable to the particular place in which (if it is building) the building is to be erected, should be paid, is that your contention?—We claim that 10½ miles from Dublin is within the Dublin district, and that 8*d.* an hour should be paid, and Messrs. Collin have not done it up to the present.

2113. Perhaps I have not made myself clearly understood. Let me put this case to you. Take a building to be erected in Dublin requiring girders; you know what a girder is?—Yes.

2114. The wages for rivetting girders in Dublin, we will say, are 30*s.* a week; do you object to the contractor getting his girders from Birmingham, where the wages are only 25*s.* a week?—In that case I have nothing to do with it, because I know perfectly well that such a thing as an iron girder is not produced in Ireland. What we say is, that in the case of a job like that of the Four Courts, where a large amount of money is expended on a Government job, the

Mr. *Powell-Williams*—continued.

Job should be done in Dublin, and not in Portadown or Birmingham or anywhere else.

Chairman.

2115. Take the case of windows; you make windows in Dublin, I suppose?—Yes.

2116. Supposing a specification is entered into with a contractor to put up a building in Dublin, do you contend that if he takes a contract under the Government, he is not at liberty to get his windows where he can get them the cheapest, provided they are of the same quality? Do you say that the Fair Wages Resolution means, in your opinion, that those windows ought to be made in Dublin at the Dublin rate of wages?—Yes, that is what I mean.

Mr. *Austin.*

2117. You think, under the circumstances, it would be almost useless for a Dublin contractor to compete for the work where competitors get a great share of the work done in another district where the rate is less?—Yes.

Mr. *Powell-Williams.*

2118. You do not complain, in the particular case you brought before us, that the contractor did not pay the current rate of Portadown?—He paid the current rate of Portadown; but we hold that it should have been done in Dublin.

Chairman.

2119. You say it is in the Dublin district?—Yes.

2120. The little pink book which you have handed in, giving the working rules for the Dublin district, does not specify the area of the Dublin district?—It is 12 miles.

Mr. *Banbury.*

2121. I wish to ask you one question with regard to the last statement you made. I gather from you that where a contractor in Dublin obtains work in Portadown, and pays the fair rate of wages in Portadown, you contend that he is doing what he ought not to do, because he is depriving Dublin workmen of work for which he would have to pay a higher rate?—Yes.

2122. But at the same time the men at Portadown are getting work, and they are being paid the proper rate, and the taxpayer is getting the benefit. If the work was given to Dublin men at the higher rate of wages, not only would the Portadown men be left out in the cold, but the taxpayer would have to pay more, would he not?—I daresay he would.

2123. That does not affect you, apparently; you do not care about the taxpayer?—What we rely upon is the fact that the Fair Wages Resolution points out that the wages should be paid that are current in the district.

2124. No, it does not say anything about the wages current in the district. The Fair Wages Resolution says: "To make every effort to secure the payment of such wages as are generally accepted as current in each trade for competent workmen." It says nothing about the district?—That is how I understand it.

29 *April* 1897.

Mr. MICHAEL BREEN, called in; and Examined.

Mr. *Austin.*

2125. YOU represent the Amalgamated Society of Tailors of Dublin?—Yes.

2126. Will you just state to the Committee the complaints you have to make with regard to the clothing contracts under the various Government departments?—I will. In the first place there is the contract for the Irish Lights Commissioners for clothing for employés.

Chairman.

2127. I do not think we can go into the contract of the Irish Lights Commissioners; we must confine ourselves to Government departments; but at the same time I do not wish to stop you if it is an important part of your evidence?—May I say that it will only take me a few minutes to refer to this, and it is about the best way I can state my particular case, because there is nothing in the way of correspondence or anything of that sort which would be useful in regard to my particular business. This contract was given to a certain firm of Allen and Company, of Dame-street, Dublin, in 1893, and after a hard struggle with the firm we succeeded in getting the work and getting paid the proper prices; but this was the only house that we did succeed with. In the following year the contract was given away to the Limerick Clothing Factory, and for 1895, 1896, and 1897 the contract was given to the firm of Webb and Company, Corn Market, Dublin. I might mention that we have not very much written communications in connection with this Irish Lights Commissioners' contract; our business was done generally by deputation to the secretary, Mr. Coote. He sympathised with our complaints, and was inclined to support us and do all he could with the Commissioners there, but I could understand from his remarks that the Commissioners there were under the control of a governing body here, so that I do not rightly understand how they are situated in reality. Then the next contract is the Port and Docks Board Clothing Contract. This contract was given to Pim Brothers last year, and this year it has been entrusted to the firm Todd Burns and Company, of Mary-street. In both instances the work has been done under the factory system, female labour and machinery. The standard rate of wages is not paid, and in the case of the Port and Docks Board they did not think it worth their while to insert that portion of the Fair Wages Resolution.

2128. They are not a Government department; would you confine your evidence to the action of some Government department?—Then there is the Science and Art Museum contract; the contract for this department is given to the firm of Grandy and Company, of Lower Sackville-street, Dublin. They have no workshop on the premises; all the work is done at the homes of the workers. The standard rate of wages is not recognised.

Mr. *Austin.*

2129. Will you pass on to the Metropolitan Police?—Then there are the contracts for the Metropolitan Police, the Royal Irish Constabulary, the Army and Navy Clothing, &c.; those contracts have been given to the firm of John Ireland and Sons, of Ellis's Quay, for many years; it is a regular large Army and Navy contractors' place. The work has been done under the factory system and the workers are very badly paid. Some few men are employed on a special class of work, but even those are not paid the standard rate of wages. Then there is the General Post Office Department and the Telegraph Department. According to the information, so far as I can get it, that is a department which is under the control of the Postmaster-General, and there ought not to be much difficulty about that. his work is also done at John Ireland's, and under the same conditions. Then there is the Richmond District Lunatic Asylum. This contract was given also to Webb and Company, of Corn Market. The form of tender contains the fair wages clause, and still the work is done by females and machinery to the total exclusion of men; and when this violation of agreement was brought under the notice of the Board by a deputation appointed for that purpose, no satisfactory result could be attained, the Board letting the matter go by default. So that this and all other contractors have things all their own way up to the present moment. If I might make a statement with regard to that, I would say, that we waited on the Board of the Richmond District Asylum in connection with that matter. We approached them first by letter, and we received this reply: "Dublin, 7th January 1895. Sir,—I have received your letter of January the 4th, and I shall lay it before the Board of Governors at their next meeting on the 15th instant. I am, your obedient servant, *Connolly Norman*, Resident Medical Superintendent." We asked them then to receive a deputation; they did receive us, and we stated our case very plainly as to how the work was being done, not in conformity with the Fair Wages Clause, which was inserted in the form of tender. The chairman of the day, Colonel Lindsay by name, said it was simply an allegation on our part against a regular signed agreement on the part of a respectable firm, and they instructed the secretary of the board to communicate with the secretary of Webb and Company to see if the work was being done in accordance with the terms laid down in the form of tender, and, of course, the secretary sent back a communication to them saying that it was. We could make nothing of it; it was no use going any further, nor in any of those cases can we make anything of it. Perhaps I may read the clause in the tender of the Irish Lights Commissioners, and it is exactly the same in several others: "That no portion of this contract shall be sub-let, and that the various articles of clothing enumerated will be made up on the premises of the firm or person tendering." That is all right enough, but then come these words, "by competent workmen, who shall be paid such

Mr. *Austin*—continued.

such wages as are generally accepted as current in their trade." It is the latter part of that clause that we want to have properly adhered to or conformed to. There appears to be a peculiar idea on the part of the heads of these departments with regard to the interpretation of this portion of the Resolution of the House of Commons. For instance, in the case of the Metropolitan Police when we waited on Mr. Jones, who is the Chief Commissioner, his idea was that competent workmen might also mean, or include competent workwomen. Well, to a certain extent it might, but then the workwomen have no standard rate of wages, so that it would not run in conformity with the latter part of the clause, which is, "who shall be paid such wages as are generally accepted as current in their trade." Our idea is that it is very strange that in those various Government Boards they make out a form of tender that is in every way acceptable and satisfactory to us as a trade. Then the firm that gets the contract sign it, but do not fulfil the conditions relating to the employment of competent workmen and payment of the current rate of wages as accepted by the trade in the district, and in the event of all those things therein specified not being adhered to they are liable to a very heavy money penalty; it generally runs about 50*l.*, and perhaps the whole contract is cancelled, for the matter of that.

2130. If I may interpose for a moment, have you any contract form before you there, in which a money penalty is laid down?—I think so.

Sir *Charles Dilke.*

2131. It is laid down in the police contract, is it not?—Yes.

Mr. *Austin.*

2132. There is a 50*l.* penalty, I think?—I will hand it to you. I think you will find it there (*handing the same to the honourable Member*).

2133. Do you know whether in any of the contracts you referred to, where you made complaint as regards the carrying out of the contract, the money penalty was enforced?—No, never to our knowledge; because the departments never supported us to that extent in any action we took in these matters; they never gave us that assistance; the firms tendering always had the best of it. We have a standard rate of wages in Dublin; that is we have a price list for all garments made in the trade; that is the ordinary class of tailoring, and that is mutually agreed upon between the employers and employed. That, of course, it would be useless to introduce here; but on the basis of the livery section of that list we have drawn up a list of reduced prices in order to meet the requirements of these clothing contracts; if that does not suit the contractors we are prepared to go further still; we will do away altogether with our usual system of work, that is by piece-work; we are satisfied to set that aside in the case of contracts and send them men to work at so much per day, because we do admit that there is a great amount of machinery brought to bear on this class of clothing and it is very difficult to divide the price between the hand labour and machine; so that in order to meet that difficulty we are prepared to send them in men to work at so much per day, and the rate per day is not a very high standard rate of wages.

Mr *Austin*—continued.

2134. What are the wages per day?—Five shillings and sixpence is the standard rate of wages.

Sir *Charles Dilke.*

2135. I understand in the Dublin metropolitan police contract there is a penalty of 50*l.* for any breach of any of the conditions?—Yes, that is right.

Mr. *Austin.*

2136. With regard to all these complaints which you made against these public departments, has there been any effort made on the part of the departments to remedy the state of things existing?—No, none whatever.

2137. Did you find any great difficulty in coming into close contact with the heads of the departments in regard to the charges you made?—We did not find any great difficulty in doing that, but we found it of very little use when we did approach them. I have here, for instance, a letter from Mr. Proud. We wrote to him about that contract for the port and docks employés, and his reply is such a one as we thought to cut us off completely from communicating any more. This is the letter: "Dublin, 5th February 1897. Sir,—In reply to your application of the 1st instant, I am directed to transmit herewith a copy of the tender form upon which tenders are invited for supplying clothing to the servants of the Dublin Port and Docks Board during the current year." That was just simply accompanying this form which I have here. We waited on him previously to that and he told us the matter was wound up and it was no use our saying anything more about it.

2138. With regard to the police contract, was anything done in that matter?—There was nothing done whatever, and I think that from the cutting which I sent you from the "Dublin Evening Telegraph" of the 8th February 1894, you might glean all that has been done and how the matter was wound up. I might tell you that the manager of the house I mentioned, Messrs. Ireland and Sons (which is a very large extensive clothing factory, and which has contracts for the Army and Navy and the railway companies, and contracts in all directions), said that the Government themselves are the very fountain head of sweating, because they look for the very cheapest source to get their work done at, and wherever they get the best value at the lowest estimate, they do not care under what conditions the work is done. I got that from the manager of the house I have mentioned.

Sir *Charles Dilke.*

2139. There are only two firms who do much of this clothing, are there not, namely, the Limerick firm and the firm you spoke of?—Yes.

2140. And you say that Messrs. Ireland's manager stated to a deputation, or to someone, that in his opinion the Government were the fountain

Sir *Charles Dilke*—continued.

fountain-head of sweating?—He did state that to me individually; there is no doubt about that.

Mr. *Austin.*

2141. When these contracts are given out is there any inquiry made by the Government Department as to whether the conditions of the clothing contracts are being carried out?—The clothing contracts are generally carried out under the supervision of the management of the firm; they have people to look after it. The clothing is made on the premises.

2142. You do not quite understand my question; I was asking as regards the departments for which the work is intended?—I could not tell exactly what inquiries they make, or how far they interest themselves in seeing under what conditions it is being done.

Mr. *Powell-Williams.*

2143. Do you know that, as a matter of fact, all these factories are always visited before any contract is placed with them?—Yes; I believe they are visited, but I think that is a bit outside the scope of my business. I know little or nothing about factories. I know about workshops; I have been working in them all my life. Factories we look upon as for women and machines. That is just the very thing we do not want; that is to say, that all our work should be absorbed by this system of female labour and machines; that is what we object to.

Mr. *Austin.*

2144. But you would not exclude female labour, would you?—Certainly not, but I would put a limit to it.

2145. While you would not exclude female labour, you think they should be recompensed for their labour fairly?—We would be satisfied if the women stood on a level footing with the men in the labour market, if they were paid the same prices; but if they are not, that makes all the difference in the world to us, because it runs us out of it.

2146. If the work produced by female labour is equal in comparison with the male labour, you think the female labour should be recompensed in the same manner?—I do, if it was equal, but I know it is not, because this class of work that is made under these contracts is a class of work that requires to be made sound and strong, and cannot be properly done by anyone but men. By the various departments it is often complained, after it is done, that it falls asunder on the men's backs; they do not mind so long as it is made cheap. There is another observation I have been trying to give expression to for the

Mr. *Austin*—continued.

last few minutes, and that is this: I was one of a deputation that waited upon Mr. Jones, the chief commissioner of police, and he stated that if a contract was to cost, we will say, 1,500*l.*, and be paid for according to the estimates put in by the people that get it under the present system, and if our claim was to be recognised and the wages that we claim paid, and that that should cost a matter of 500*l.* more (which, of course, would make it 2,000*l.* instead of 1,500*l.*), it is nothing whatever into his pocket or out of it either if the Treasury is satisfied to allow it to go in that way. He sympathises with our claim, but he says, situated as he is, he has to secure the best value at the lowest estimate, and I expect that most of them are similarly situated.

2147. Could you tell me whether the workshops where this work has been sent out are regularly visited by inspectors of factories and workshops? — The workshops where the work is being sent out; yes, such as that Grundy, that has no workshop on the premises; I do not believe they have there what we regard as a regular workshop where the regular hands work; not to talk about the homes of the workers at all. They are very inefficiently looked after; they are badly looked after. I have worked in them very nearly all my lifetime, and it is very seldom I have seen one of the inspectors pay a visit to a workshop at all, and when they do I do not see that any good comes from it. They might have perhaps a bit of a conversation with the employers, or the managers, before they come to the workshop, and things might be regulated very nicely; I do not know how. They have their own way of doing the business, I suppose. I never see any very beneficial effects of the visits. I see that shops are not properly cleansed or kept in proper order. A great many of our workshops are in cellars, and that is a thing I consider shameful; I think there should be some rule against that to prevent men losing their health in such places. They may not be a sufficient staff of inspectors, perhaps; I do not know how it is as to that.

Mr. *Sydney Buxton.*

2148. Have you considered the question as to whether it would be an advantage if one particular department, namely, the Labour Department of the Board of Trade, were made responsible for examining into these grievances when they were brought before any of the other departments? — Yes; I believe it would, because we have never attained any very good results from the other departments; I believe it would be a step in the right direction to have their intervention.

(Mr. POWELL-WILLIAMS here took the Chair.)

Mr. CHARLES SQUIRES, called in; and Examined.

Mr. *Powell-Williams.*

2149. WHAT are you?—A clothier's cutter.

2150. What trade do you represent?—The London clothiers' cutters; the clothing industry; the wholesale clothing trade.

Mr. *Powell-Williams*—continued.

Mr. *Sydney Buxton.*

2151. What is the special nature of the complaint you wish to bring before the Committee?—We have to bring a very specific charge, in the first place, against the Clothing Factory at Pimlico; that is, that they are paying very much under the current rate of wages that are paid by other houses in London. In some places we have to make this complaint about the Government; that they are paying 30 per cent. less than the current rate of wages.

2152. What department is that under?—Under the Army Clothing Department.

2153. The War Office?—The War Office Department.

2154. What class of work is this that you are speaking of?—Well, for all uniforms; military work principally.

2155. You allege that they are not paying what is practically the current rate?—No, sir, they are not; they are paying a long way from it.

2156. Can you give us any figures showing what they are paying now, and what other firms pay?—Oh, yes. The minimum rate of wages ruling in our trade is 2*l.* a-week for a maxima of 50 hours.

2157. What are the average hours?—The average hours would be about 48.

2158. You speak of a "current rate"; have you any agreement in your trade with the employers?—None whatever; we never had that source of dispute with the employers.

Sir *Charles Dilke.*

2159. You have a "log," have you not?—We have a "log."

Mr. *Sydney Buxton.*

2160. That is what I meant; the "log" is practically an agreement between the employers and the men, is it not?—The "log" is practically an agreement.

2161. And it is the "log" amount, I take it, that is paid by all the large respectable firms in the trade?—That is so.

2162. And that is, you allege, 40*s.* per week for an average week of 48 hours; is that so?—That is so.

Mr. *Powell-Williams.*

2163. For what?—For cutting clothing.

2164. Cutting by machine, or by hand?—By machine and by hand as well.

2165. Both the same?—Both the same.

Mr. *Sydney Buxton.*

2166. As regards the Pimlico Clothing Factory, what are the rates paid there?—The first rate paid there for what they call "junior cutters" is 25*s.* a week; the next would be 39*s.*; then 42*s.* Those rates would only be obtained by seniority, that is, by men having weathered what you may say is the slack time, and then having been kept on by seniority.

Mr. *Powell-Williams.*

2167. As I understand, what you say is this: There are three grades of men; three scales of pay?—There are practically four, 25*s.*, 36*s.*, 39*s.*, and 42*s.*

Mr. *Powell-Williams*—continued.

2168. Very well, four grades; the lowest is 25*s.*?—That is so.

2169. Is that for a fully-skilled person?—Yes, a fully-skilled man.

2170. All fully skilled?—All fully skilled.

2171. Why should one be paid more than the other?—That is exactly what we are here for. We are here to ask the Government why they make such an anomalous distinction between the one man and the other.

2172. You are sure the distinction is anomalous, and that it does not relate to a person not fully skilled?—No; it is anomalous; it is nothing but an anomaly.

Mr. *Sydney Buxton.*

2173. You also have another part of your case in reference to Messrs. Hebbert's, the contractors; what is your allegation with regard to them?—Messrs. Hebbert are employing men at (I suppose) 25 per cent. under the current rate of wages, and they are doing Government work for that as well, that is for the Post Office. For some 20 or 25 years, Messrs. Hebbert's had the Post Office work. Then they most shockingly underpaid their men. Instead of paying the current rate of wages, which is 2*l.*, they paid from 30*s.* to 36*s.*; and then afterwards, when the union first started and we made representations to them upon the fallacy of employing cheap labour, they took men in at the current rate.

Mr. *Powell-Williams.*

2174. This is Hebbert's, it it not?—Yes, Hebbert's. Their place is at Bethnal Green and St. James-street, Haymarket.

Mr. *Sydney Buxton.*

2175. But I understand Hebbert's are still receiving Government contracts, and though they have paid some of their men more, they are still paying below what you consider the current rate?—That is so.

2176. In regard to Messrs. Hebbert, what representations have you made to the department?—We had a deputation there in January 1895. First of all I wrote to Messrs. Hebbert, calling their attention to the fact that they were underpaying their staff of men, and that it was scarcely likely they would get the equivalent value for the under-payment, and asking whether they would receive a deputation. They refused to receive the deputation, but the president and myself called on Messrs. Hebbert. They very graciously received us, and we made a representation to them. A slight increase of wages took place following the visit of our deputation, but nothing permanent has taken place.

2177. How long ago do you say that was?—That was in 1895. Since then the place has been turned into a limited liability company, and I am rather afraid the cutting down tactics are even more prominent now than they were then.

2178. But you have not made any representation lately to the Post Office with regard to the Post Office, have you?—No. If you remember, sir, they lost the contract last year for the Post Office; the contract was given to a firm at New-

castle-

Mr. *Sydney Buxton*—continued.

castle-under-Lyme; I cannot think of the firm's name.

2179. It does not matter?—Therefore they lost it for a twelvemonth, and they have only lately recovered part of the contract; so that lately we let the matter stand in abeyance as they were not doing actual Government work.

2180. At present they are in receipt of a Government contract?—They are.

2181. I forgot to ask you with regard to the Pimlico clothing factory. You made, as I know, some considerable representations to the War Office in regard to that matter; were your grievances at all remedied?—Yes. If you remember, sir, we made representations to yourself. On the 13th of February 1893, we brought under your notice the fact that your Resolution in the House of Commons was not being strictly adhered to, and asking whether you could assist us in the matter. Then again, in January 1893, we made representations to the War Office; both to Mr. Campbell-Bannerman and to Mr. Woodall. I have the letter here from Mr. Woodall, dated the 5th January 1893.

2182. I think you need not read that letter; it will be sufficient if you give us the general gist of the thing and the result?—The general gist of the thing and the result was that Mr. Campbell-Bannerman very graciously conceded what we asked of him, that was, a deputation of our union to the War Office; and that took place on the 23rd January 1893. There were present, on behalf of the Government, Lord Sandhurst, Mr. Woodall, Mr. Brandley (who was the Comptroller of the Government Factory at that time), and Mr. Beckett. We made representations to them on the fallacy of the Government expecting that they would get the best workmen for 25 per cent. under the trade price, and we asked whether it would not be in the interest of the Government to abolish the whole of those grades of distinctive seniority and junior cutters and pay one rate of wages, the same as other contractors were doing; and we instanced several cases (which I put on the schedule) of variation in the trade, and we stated that we had letters from several employers who had conceded our terms and were very well satisfied with the result of paying the trade rate of wages. Mr. Woodall and Lord Sandhurst very graciously took into consideration the whole of the matters and facts that we laid before them, and they abolished what we most specially objected to at that time; that was the grade of cutters at the rate of 30*s.* a week. There were so many anomalies in a Government office that we hardly knew where we were; still, when we got 25*s.*, 30*s.*, 36*s.*, then 39*s.*, and then 42*s.*, we found the cheaper men and women (those at 25*s.* a week) were cutting a superior class of work, and that the seniority men, who were getting 2*l.* 2*s.* a week, were cutting an inferior class of work. We put this matter very plainly to Mr. Woodall and Lord Sandhurst, and the result was that they abolished that second grade of 30*s.* a week and raised the whole to 36*s.* a week.

Mr. *Powell-Williams.*

2183. They did not abolish the scales?—I beg your pardon, sir; they did.

Mr. *Powell-Williams*—continued.

2184. They abolished one of the steps?—They abolished one of the steps.

2185. The scale exists still, does it not?—Yes.

2186. Your application to them was to abolish the whole of the scale, was it not?—Yes.

2187. That was not conceded?—No, that was not.

Mr. *Sydney Buxton.*

2188. This particular step that they abolished is the one you particularly objected to?—That is so.

Mr. *Powell-Williams.*

2189. But you object to them all, do not you?—We do; we say this really, that the Government, if they cannot be model employers of labour, ought to be fair employers of labour, and not ask a contractor to do something they do not do themselves.

Mr. *Sydney Buxton.*

2190. You give me here the names of five (I suppose well-known) firms who recognise the current rate by paying it: Pearce's, Compton's, Hobson's, Webb's, and Samuels'; do they all practically recognise your rate by paying it?—They do.

2191. But Messrs. Hebberts do not?—They do not.

2192. Though they have, as I understand, improved to a certain extent?—Well, the improvement that they have made is so very infinitesimal that it is hardly worth while calling it an improvement at all. We have men working there to-day at 25*s.*, 32*s.*, 34*s.*, 35*s.*, a week, and as far as we can judge they are doing the same work as the man who is receiving 2*l.* per week.

2193. Have you anything further you want to say in regard to these cases?—No, I think not.

2194. I will just ask you one further question then on the general matter, as I have asked other witnesses the same question, namely, whether you think it would be advantageous if the Labour Department of the Board of Trade was the Department made responsible for inquiring into these cases of complaint when they arise?—Our union have unanimously passed a resolution in favour of that; they say they would be perfectly satisfied for all questions of this nature to be referred to the Board of Trade. They have every confidence in that Board.

2195. They think that that Department has more knowledge than perhaps the other Departments would naturally have?—Exactly so.

2196. And probably be more expeditious?—Exactly so.

Sir *Charles Dilke.*

2197. Have you any difficulty in finding out what firms are doing work for Government. Would it be advantageous to have an annual list, say of firms which are on the contract lists of the various Departments?—No, sir; we have no difficulty at all in finding it out.

2198. As far as the War Office goes there is no difficulty in finding out who is on their list?—None.

2199. Is there not a difficulty with regard to some of the other Departments?—No, I think not; we have never had any difficulty ourselves;

Sir *Charles Dilke*—continued.

we could always find out who were doing the work.

2200. How do you find it out?—We should immediately apply to the office.

2201. No; I mean to say how do you find out as among firms, fair or unfair, which are working for the Government, and which are not?—We have an organising committee.

2202. You wait until you have complaints?—Exactly.

Mr. *Powell-Williams.*

2203. You have been speaking all through your evidence of current rates; how many workmen does your association include?—Our association would include about 450.

2204. Out of how many workmen employed in the London district do you suppose?—About 850.

Mr. *Powell-Williams*—continued.

2205. That is men?—That is men.

2206. Have you women in your organisation?—None whatever; we only deal with the cutting of the garments.

2207. You mentioned certain firms to Mr. Sydney Buxton; the last of them was Samuels. Is Samuels at this time a Government contractor at all?—Yes, they are doing Government work.

2208. Not largely, are they?—Well, fairly.

2209. Are not Hebberts as big as the whole of the others put together?—I think they would be.

2210. And Hebberts do not accept your rate as the current rate exactly?—That is so.

Mr. DAVID BROWN, called in; and Examined.

Mr. *Sydney Buxton.*

2211. I UNDERSTAND you have here (which you would like to put in) an agreement between your society (the Amalgamated Engineers) and the Thames Iron Works?—That is so. I was asked the question when I was called before, but unfortunately I had not a copy with me at the time I was here. This was a proposal made by Mr. Arnold Hills, the managing director of the Thames Iron Works and Shipbuilding Company, to the Amalgamated Society of Engineers.

2212. Will you just give the date?—Unfortunately in taking the copy from the agreement I have not dated it.

2213. But you know the date, do not you, substantially?—I should say about August 1893.

2214. That will do?—"The Secretary, Amalgamated Society of Engineers. Dear Sir,—I shall be obliged if you will lay before your executive committee the following proposals to serve as the basis of a permanent treaty of peace and good fellowship between the Thames Iron Works and Ship Building Company, Limited, and the Amalgamated Society of Engineers. I shall be willing to recommend to my directors that in all future contracts the engineers, viz., fitters, turners, smiths, pattern makers, and machinists employed by this company, shall be members of your society, provided always: (1) That capable artisans of good character, who now may be in our employ, shall be allowed, if they so desire, to join your society with the full liberties and privileges which such membership entails; (2) That questions of hours, wages, overtime, repairs, &c., be arranged in accordance with the memorandum enclosed; (3) That in the event of any dispute arising between the society, or its members, and ourselves, such questions shall, in the first instance, be referred for discussion to two gentlemen representing this company, and two gentlemen representing your society, and that in the event of their being unable to agree they shall refer the matter to the London Conciliation Board, who shall elect an umpire, whose decision shall be final and binding. There may be other points which may

Mr. *Sydney Buxton*—continued.

occur to your committee which it would be well to include in such a treaty of peace. I shall be glad to consider any such suggestions, and awaiting the favour of your reply, I beg to remain, yours faithfully, *A. F. Hills*, Managing Director." These were the proposals: "Proposed Rules.—Forty-eight hours to constitute a week's work, at not less than the district rate of wages. All overtime to commence on Monday to Friday, inclusive, after 8½ hours have been worked, and on Saturday after 5½ hours have been worked. Overtime to be paid at the rate of time and a-quarter for first two hours; time and-half beyond this. All meals to be deducted. Sundays, Good Fridays, Christmas Day, and Bank Holidays, double time to be paid. All meal-time worked to be paid at the rate of time and a-half; but foremen to have the option of shifting the meal hour as special occasion may arise. Walking time allowed to and from jobs not being executed in these works, also travelling expenses allowed. This does not apply to jobs executed at any distance from works, where men are taken on at the job. Example.—Ship being finished at Victoria Dock, or elsewhere, the men would be taken on where the ship was berthed. Workmen being sent a distance to work, and not being able to return home at night, to receive 2*s.* 6*d.* per day, Sunday included, unless special circumstances require special arrangements to be made. Repair Work.—When engineers work on repairs work for our own yard, 6*d.* a day dirty money to be allowed. When working on outside contract work, 1*s.* a day to be allowed. Over one mile and under 12, 1*s.* 6*d.* a day to be allowed." I think my intention when I was here before was to make a comparison between Mr. Hills' offer and what Messrs. Maudsley do. Messrs. Maudsley pay absolutely nothing for outdoor conditions in London, and instead of the half-a-crown a day entered there that we get from Mr. Hills always, in accordance with our district trade circular, Messrs. Maudsley pays 6*s.* a week. I think I tried to prove when I was here before that our rate was the current rate of wages paid in the trade. I may say we have now 9,500 members

Mr. *Sydney Buxton*—continued.

members working in the London district; and here is another memorandum from Mr. Esson, of Elim Works, Fetter-lane, asking for the latest rules, &c.; and here is another from Messrs. Ramsden and Son, of Kingsland-road, asking for our rate for men working on Good Fridays.

2215. May I take it that that offer of Mr. Hills is founded substantially on the rate which the Amalgamated Society of Engineers recognise as the London rate?—Yes, 38*s*. per week.

2216. Did you say that it dated from 1895?—One thousand eight hundred and ninety-three.

2217. Then the Thames Ironworks are bound, practically, to pay that rate for all their work?—Yes.

2218. And, therefore, as regards the Thames Ironworks, it is immaterial to them in taking a Government contract whether they do or do not insert the words in their contract that they will pay the district rate, because they have pledged themselves already to pay it?—That is so.

2219. Therefore the question of the insertion or the exclusion of the "district rate" from their contract with the Admiralty would not affect the rate of wages they would pay under that contract?—Not in the slightest possible manner, unless the agreement was broken.

2220. While the agreement continues?—While the agreement stands.

2221. Therefore, as regards the Thames Ironworks, at all events, the contention that the insertion of the words "current rate in the district" would hamper them in contracting for a government ship is practically non-existent?—No; I may say that Mr. Hills gave the eight hours' day in accordance with this; he first made the proposal of an eight hours' day two months after it was granted to the Ordnance factories and the dockyards.

Sir *Charles Dilke.*

2222. The Japanese ironclad recently finished has been built under those conditions?—Yes, the "Fugi."

2223. And the new ironclad to be laid down immediately for the Japanese Government, the biggest in the world, will be built under these conditions?—Yes.

Mr. *Sydney Buxton.*

2224. And the battleship, the contract for which the Thames Ironworks Company have just succeeded in obtaining from the Government in consequence of their tender being the lowest, will also be built under those conditions?—Yes.

Sir *William Arrol.*

2225. Is that a binding contract between Mr. Hills and the Amalgamated Society of Engineers?—Yes.

2226. Has he carried it out regularly?—Yes; we have found Mr. Hills to be a very good employer.

Mr. *Banbury.*

2227. I understand from your reading out of that contract that under that contract the Thames Ironworks can only employ trades unionists; have they bound themselves not to employ any others?—They employ trades unionists.

2228. Alone trades unionists?—Yes, we supply them with capable workmen.

Mr. *Sydney Buxton.*

2229. As I understand from what you stated when you were here before, taking the London district throughout, very nearly the whole of the engineers employed are union men?—That is so. Of course, I cannot answer for what Mr. Hills would employ apart from these sections of the trade that he specifies in the agreement.

Mr. *Banbury.*

2230. But your men?—Our men.

2231. As I understand, he bound himself only to employ trades unionists, and you bound yourselves to allow the men who happened to be employed there at the time to enter the trades union?—That is so; the information I have from other societies is that it is practically a trade union shop.

Mr. *Powell-Williams.*

2232. But this agreement was only in relation to your trade?—In relation to our trade.

2233. Within your knowledge, does the Thames Ironworks Company employ men in other trades at less than the London district rate?—No, I believe not; I cannot say for certain, but I could find out by inquiring. I believe that this proposal was made to other trades, boiler makers and others.

2234. And accepted by them?—And accepted by them.

Mr. THOMAS ELGOOD SIFTON, called in; and Examined.

Mr. *Powell-Williams.*

2235. YOU are one of the Assistant Secretaries of the Post Office, I think?—Yes.

2236. Your attention has been called to certain evidence that the Committee has received affecting the Post Office, and I believe you desire to say something in regard to it?—The Post Office did not express a desire to say anything; the Post Office was asked to send some one to give further evidence.

Mr. *Sydney Buxton.*

2237. The point was this: that Messrs. Allen, who are contractors under the Government for postal service (for drivers, and so on), placed a notice up in their yard to the effect that they would dismiss, or rather that any man joining a trades union would render himself liable to dismissal. That was signed February 23rd, 1897. We then examined Mr. Allen, the contractor in question, and he stated that he had not been informed by the Post Office that that was in any way a breach of the Resolution of 1891, or of subsequent pledges on behalf of the Government of the day as contained in the evidence already given to the Committee, and that, therefore, he was not in a position to alter the terms of that notice

Mr. *Sydney Buxton*—continued.

notice, or indeed that he had any information in regard to it. Can you state (because that is the point) whether the Post Office has been informed by the Treasury at any time that no preference should be given to a unionist or non-unionist against a unionist or non-unionist as regards any Government contract?—I think not.

2238. You have not been informed by the Treasury that that is so?—No.

2239. Were you aware of this notice of Mr. Allen's?—No, the statement here was the first intimation we received of it.

2240. Mr. Allen's contract, I understand, is a continuous one; it has been in existence for many years past, has it not?—Yes; it was entered into in 1887 for a fixed term of five years, subject at the expiration of that time to 12 months' notice; and it has gone on ever since from year to year, subject to 12 months' notice.

2241. I understand, as far as the Post Office is concerned, they have not received from the Treasury any intimation to the effect that in Government contracts this question of no preference being given as between unionists and non-unionists should be inserted in the contract?—No; I think not.

2242. Then, I ask you this further: It appears also from Mr. Allen's evidence that there has been no alteration in their contracts since 1886; is that so?—Yes; 1887 is the date of it.

2243. Yes, 1887; I suppose it has been brought to the knowledge of the Post Office that in February 1891 the House of Commons did adopt the Resolution in favour of fair wages for Government contracts?—Yes.

2244. Can you explain how it is the Post Office have taken no action in regard to that particular contract, in conformity with the Resolution of the House of Commons?—I think the Post Office understood that the fair wages clause was to be inserted in all contracts arising after the date of the instruction, but we were not instructed, nor have we ever terminated an existing contract for the sake of inserting that clause.

2245. Are most of your contracts running contracts like his?—Yes.

2246. Then, practically, the Resolution of the House, according to your interpretation of it, would not affect Post Office contracts?—Yes, it has affected them very largely. For although the London contracts have run on for many years the provincial contracts are being opened every day. A contractor gives us notice to quit, or we, for some reason being dissatisfied with the service, give him notice to quit, and every new contract that has been entered into since we received an intimation of the Resolution of the House has had a fair wages clause inserted in it. Of the London contracts I should say that in the case of Birch's contract fresh sureties were proposed, and it was necessary to sign a fresh document, and we took the opportunity in that case of having the fair wages clause inserted. At the present moment a similar transaction is taking place in regard to another contract, and we shall present the fair wages clause to the contractor in the new document.

Mr. *Powell-Williams.*

2247. What is the duration of these contracts?—Some of them are for five years and some for three (the London contracts), subject at the end of the term of years to a 12 months' notice.

Mr. *Austin.*

2248. I understand that Allen's contract has lapsed?—No, it continues until one side or the other gives 12 months' notice to terminate it.

Mr. *Sydney Buxton.*

2249. It is therefore, practically, an annual contract?—It has become an annual contract.

Mr. *Powell-Williams.*

2250. You could give notice to terminate it for the purpose of inserting the Resolution in a fresh contract?—Yes.

Mr. *Sydney Buxton.*

2251. Now the matter has been brought to your attention perhaps you will just consider the matter. I do not wish to make you responsible for what the head of your Department may wish to do in the matter, but I should like you to draw his attention both to the Resolution of 1891 as affecting these annual, or practically annual, contracts, and also to the question of unionists and non-unionists as raised in my evidence in Question 1243, and so on?—Yes. May I say we should naturally wait for instructions from the Treasury.

2252. The Post Office is clear on this point, that they have not received any instructions from the Treasury, and if there is anyone to blame it is the Treasury and not the Post Office?—I find in the evidence given here that Sir John Hibbert undertook that the question would be reconsidered.

Sir *Charles Dilke.*

2253. That was a particular contract, was it not?—The statement here is that "he would undertake that the question would be reconsidered, and reconsidered in this way: that the Government would be justified in refusing to enter into contracts with firms who were shown to have acted as this firm had done."

Mr. *Powell-Williams.*

2254. As a matter of fact, has this question as between unionist and non-unionist employed under contracts with the Post Office ever arisen?—This is the first notice of any kind I have seen of it.

Sir *William Arrol.*

2255. In the event of any combination of unionists (which they were afraid of apparently) for the purpose of preventing these employers carrying on their contracts, instead of being allowed to employ non-unionists, they might be required to dismiss them all. That is what Mr. Allen was evidently afraid of, and that is the reason why he put up that ticket on his gate. He did not want any unionists; he carried on his work without them?—We have never considered the matter hitherto; we have been under no instructions to do so, nor have we found any necessity to do so.

2256. Has

Mr. *Powell-Williams.*

2256. Has the Postmaster General had complaints of the failure of a contractor to pay current rates?—In the case of MacNamara, during Mr. Arnold Morley's time, there were complaints made, and although there was no fair wages clause in their contract, we brought pressure to bear upon them, and they improved the position, I think, of their temporary men. The regular men seemed to be receiving what Mr. Arnold Morley thought was satisfactory. In the case of another contract we got some reduction of hours of duty (Webster's contract), and

Mr. *Powell-Williams*—continued.

some improvement in the position of some of the men.

2257. Were you able to ascertain what was the settled current rate for the class of men employed?—It was extremely difficult to do so. We ascertained what Pickford's were paying their men, and several other large firms of carriers; they varied among themselves; but there is not any class of drivers' work that is exactly analogous to the work of the drivers of the Post Office vans.

Thursday, 6th May 1897.

MEMBERS PRESENT:

Mr. Aird.
Mr. Allison.
Sir William Arrol.
Mr. Austin.
Mr. Banbury.
Mr. Broadhurst.
Mr. Buchanan.
Mr. Sydney Buxton.
Sir Charles Dilke.
Sir Arthur Forwood.
Mr. Walter Morrison.
Sir Matthew White Ridley.
Mr. Powell-Williams.

SIR MATTHEW WHITE RIDLEY, BART., IN THE CHAIR.

Mr. GEORGE FOWLER JONES, called in; and Examined.

Mr. *Sydney Buxton.*

2258. WHAT Association are you representing here?—I am representing the Bristol Branch of the Typographical Association.

2259. What is the nature of your complaint?—The non-payment of the current rate of wages, or the existence of a scale equivalent to it in connection with certain Government works for printing bills of entry.

2260. What is the name of the firm concerned?—Messrs. A. Pole and Son.

2261. This matter is in regard to the Board of Customs; it is under the Stationery Office, is it not?—It is under the Stationery Office.

2262. Have you had any correspondence with the Department with reference to this case?—Yes, we wrote to the Department on the 2nd of April last.

2263. In which letter you stated what you have now stated practically?—Yes.

2264. What was the reply?—The Controller has asked the contractor to tell him whether or not he is complying with the customary regulations of the trade in Bristol.

2265. On what date did you receive that answer?—The Controller told me that yesterday.

Chairman.

2266. Your complaint is not yet settled?—No.

Mr. *Sydney Buxton.*

2267. Do I understand that as regards Messrs. Pole your contention is that while other employers in Bristol recognise a certain rate of wages as the current rate, Messrs. Pole do not pay it to their men?—That is so.

2268. How far is the rate which you consider the current rate recognised between employers and employed in Bristol?—There are in Bristol about 40 master printers, and of that number 33 conform to one scale of payment.

2269. And the others do not?—The others do not.

Mr. *Sydney Buxton*—continued.

2270. When you say they conform to one scale of payment you mean what you call the current rate?—Yes, the scale accepted by those 33 masters on behalf of the men according to the rules of our union, which I have here.

2271. Will you put those rules in?—Yes (*handing in the same*).

2272. Has there been a regular signed agreement, or do they recognise that rate by paying it as the current rate?—We do not ask for a signed agreement. We had a case in Bristol where a master asked my predecessor, the late secretary, to supply him with a form of agreement. He said, if we would send in the rules he would sign them. The secretary replied that it was not customary to sign any agreement, but that it was a distinct understanding.

Mr. *Broadhurst.*

2273. When you say it is not customary to sign any agreement, you mean it is not customary in your trade?—It is not customary to sign them in our trade.

Mr. *Sydney Buxton.*

2274. Why did you not complain to the Department earlier?—We had been hoping to get Mr. Pole into line locally. We last made a move in this direction in 1894; we then waited upon Mr. Pole and asked him if he would comply with the requirements.

2275. That not having been successful, you have only lately applied to the Department in question?—That is so. We have been in a little difficulty as to the right spot to apply to in the matter.

2276. You mean as to what Department to apply to?—Exactly. Before we wrote to London I visited the Excise offices in Bristol, thinking that that was the Department I should have to write to.

2277. Have you got another case you wish to place before the Committee?—Not at present.

2278. You do not wish to go into the county court

Mr. *Sydney Buxton*—continued.

court case you have noted on the Paper before me?—We are in negotiation with the proprietors of the establishment mentioned in that case, and they have promised to consider our application to conform to the custom.

Sir *Charles Dilke.*

2279. Is this contract to which your complaint relates a general contract for printing matter to be used all over the country?—No. This is the document (*handing the same to the honourable Member*).

2280. It is headed "The Port of Bristol"; are these things printed in Bristol only for Bristol?—Only for Bristol.

Sir *Arthur Forwood.*

2281. Your complaint is, as I understand it, that the Government contractors are not complying with the customary regulations of the trade?—Yes.

2282. And these regulations which you have handed in are the regulations which you desire them to comply with?—Yes.

2283. Had the master printers any share in the drawing up of those regulations?—They were drawn up by the men's union.

2284. You demand that the masters shall accept the regulations drawn up by the men?—Yes.

2285. Although they were not consulted in regard to the regulations?—Certainly.

Sir *Charles Dilke.*

2286. Did they not regulate the custom at the time?—Those rules represent a gradual development. The rate of pay asked for in those rules is a rise of about 2*s.* on what was previously asked for.

Sir *Arthur Forwood.*

2287. Whatever they are, they have been drawn up by the men without consultation with the masters?—Yes.

2288. You say that 33 of the printers in Bristol comply with these regulations?—Yes, out of about 40.

2289. Do those seven who do not comply with the regulations get hands to do their work?—Yes, of course.

2290. You want to force those seven to also comply with the regulations which you have drawn up?—I do not know that we want to force them.

2291. You want the Government to force them?—In the face of the House of Commons Resolution we want the Government work which is done in Bristol to be done by those who pay the current rate.

2292. By the 33, not by the seven firms?—Yes.

Mr. *Buchanan.*

2293. You think that these rules substantially represent what is the current rate in your trade?—Exactly. I have a list of the employers who have accepted these rules.

Mr. *Buchanan*—continued.

2294. Do the 33 firms represent not only the majority of the employers, but those who employ the greatest number of men?—Most decidedly. There are between 370 and 380 compositors upon the books of the union in Bristol employed by those firms, and I should say, at the outside, between 60 and 70 was the greatest number of men employed amongst the others.

Mr. *Austin.*

2295. Are those rules, which you have just put in, those of the Manchester Association?—Of the Bristol branch of the Manchester Association.

2296. They do not materially differ from the rules published by the Manchester head office?—We have to submit our local rules to the sanction of the executive before they can become rules at all.

2297. They are approved by the executive?—They are approved and sanctioned by the executive as you will see by the cover: "Revised by a special committee of the branch, approved by a general meeting held 1894, and sanctioned by the E. C."

2298. With regard to a matter arising out of a question put by Sir Arthur Forwood, when you stated that these rules were put forward by the men to the employers, you mean to say, I presume, that conferences were held as regards the adoption of these rules?—Yes, an increase of wages was asked for.

2299. And the employers did not demur to the rules laid down here?—No; there was no strike at all, or disturbance of any kind the last time those rules were revised and accepted by the masters and the men.

2300. The advance of wages was a concession granted by the employers?—Yes; there was no force at all in the matter.

2301. With regard to the firm you complain of at Bristol, which is doing this Government work, is it only on the question of wages that you complain;—Yes; that is all; it is on the question of wages alone.

2302. Are the hours of labour the same as the recognised working hours in the district?—The hours of labour are 1½ hours under what we are willing to accept; we are willing to accept 54 hours, or nine hours a day; they do now 52½ hours.

2303. Would you say what is the difference in the wages?—They have a very peculiar system in their office.

2304. Is it what is technically known in the trade as the "'stab," or is it the piece system?—It is a mixture.

2305. Which preponderates, the "'stab" or the piece system?—I cannot say. Do you mean in Bristol?

2306. I mean in this establishment?—I cannot say.

2307. How many men do they employ?—I should say about eight or 10.

Mr. *Broadhurst.*

2308. Although the 33 firms you speak of had no part in drawing up the rules, they have no objection to them?—No.

Mr. *Broadhurst*—continued.

2309. They willingly accepted the conditions?—Yes.

2310. Are the remaining seven firms amongst the largest firms or the smaller firms in Bristol?—They would be amongst the medium firms or the smaller ones.

Mr. *Austin.*

2311. Of course your society can take no action on the question of wages without first submitting it to your general council?—Exactly.

2312. And if the council decide against you you must abide by their decision?—Exactly.

Mr. JOHN SHANNON, called in; and Examined.

Mr. *Sydney Buxton.*

2313. WHAT are you representing here?—The mail-cart drivers and coachmakers.

2314. I believe you are the secretary of the Liverpool Trades Council?—Yes.

2315. What particular firm does your complaint deal with?—Messrs. Harrington and Sons, Liverpool.

2316. The Department concerned is the Post Office, is it not?—The Post Office.

2317. Will you just state shortly the nature of the complaint you made to the Post Office?—A letter was sent to the Postmaster-General in May 1895 by the Council, enclosing a list of the wages paid to the employees of the firm of Messrs. Harrington, who held the contract for supplying the mail, delivery, and parcel post vans in Liverpool. That list included the following: smith, bodymaker, carriagemaker, wheeler, saddler, horse-shoer, coach-painter, coach-fitter, and what is known as knocker-on, that is, the man who holds the shoes for the farrier. The smith was paid by Messrs. Harrington only 1*l.* 12*s.*, whereas the recognised minimum wage is 1*l.* 16*s.*

2318. By the recognised wage do you mean the wage paid in Liverpool by other firms for similar work?—Yes.

Mr. *Powell-Williams.*

2319. Will you please explain what you mean by the figures 1*l.* 16*s.*; is that the rating of the smith, or the total weekly wages?—What he received from Messrs. Harrington was only 1*l.* 12*s.*; what he should have received, according to the recognised standard rate, was 1*l.* 16*s.*

2320. Was he working on piece-work?—No, on time-work.

Mr. *Sydney Buxton.*

2321. Will you give some further figures?—The bodymaker was receiving from Messrs. Harrington 1*l.* 12*s.*, the current recognised rate being 1*l.* 16*s.*; the carriagemaker received 1*l.* 10*s.*, the recognised rate being 1*l.* 14*s.*; the wheeler received 1*l.* 10*s.*, the recognised rate being 1*l.* 12*s.*; the saddler received 1*l.* 10*s.*, the recognised rate being 1*l.* 14*s.*

2322. That, I think, is sufficient for the purposes of the Committee as regards this question. I understand then a complaint was made to the Post Office Department with regard to this case?—Yes. There was the case of the drivers as well.

2323. Will you state what was the complaint as regards the drivers?—I have here a copy of the letter which was written to the Postmaster-General, and it says: "Twenty-nine drivers, who have the responsibility of conveying thousands of letters, parcels, &c., daily, are compelled to work from 70 to 80 hours a week at wages ranging from 17*s.* to 1*l.* 6*s.* per week, only two out of the 29 receiving 1*l.* 6*s.* The following are examples: a man named Taylor works 75 hours a week, wages 1*l.*; Morris works 72 hours per week, wages 18*s.*; Potter works 70 hours per week, wages 17*s.*; Andrews works 70 hours per week, wages 17*s.*

Mr. *Sydney Buxton*—continued.

2324. The general nature of your complaint with regard to this contractor is that he does not pay the current recognised rate?—Yes.

2325. I understand you made a complaint to the Post Office; what was the date of your letter?—May 20th, 1895.

2326. What was the answer of the Department?—This answer came from the Liverpool Post Office, dated the 29th of May: "Dear Sir, I should be glad if you could make it convenient to call upon me at the Head Post Office, Canning-place, any day between the hours of 10 a.m. and 4 p.m. (Saturdays 10 a.m. and 1 p.m.) with reference to a communication forwarded by you to the Postmaster-General, on the subject of wages and hours of attendance of mail-cart drivers in this city."

2327. That is written to whom?—That is written by Mr. J. D. Rich, the late Postmaster at Liverpool, to me, as representing the Trades Council; the complaint was referred to him.

2328. What happened at that interview?—A member of the Coachmakers' Society and myself attended, and we made a complaint to Mr. Robinson, who was then chief clerk; he is now the postmaster of Southampton.

2329. What date was this?—June 4th, 1895. Mr. Rich asked us would we like to have a member of the firm present, and we said we had no objection, so one of the Mr. Harringtons attended, and what I have just read to the Committee was read out, and he admitted it. Further, he admitted himself that some of his men worked as many as 81½ hours.

2330. When you say he "admitted it," do you mean he admitted the rate of wages he was paying?—He could not, or did not, wish to contradict any single statement in the letter, and he admitted that his men worked 6½ hours longer than we stated in the complaint. I asked the question of Mr. Harrington himself how many hours a day some of his men worked, and he said 13, and every other Sunday they work seven. So I said, "Six times 13 hours is 78 hours, and then adding 3½ hours for the Sunday, that would

Mr. *Sydney Buxton*—continued.

would be 81½ hours," and he admitted that was correct.

2331. What happened after that? — Mr. Robinson then agreed with us that the mail-cart drivers, the single horse men, should be paid at the rate of 24*s.* a week, and that drivers of two horses should be paid at the rate of 27*s.* a week; and he said to Mr. Harrington, "You must consider these terms, and if you are not able to comply with them you will have to give up the contract.

2332. What should you consider the current rate?—Twenty-four shillings for driving a single horse.

2333. It was the recognised rate that Mr. Robinson said they must pay in future?—Yes; 24*s.* for a single horse and 27*s.* for two horses.

2334. And if they did not, the contract would be brought to an end, as I understand?—They would have to give up the contract.

2335. After that, what happened?—Then Mr. Robinson promised us that we would have an official communication from the Government on this matter, giving us full particulars, but we never received it; we received no communication.

2336. You mean a communication in the nature of what you stated Mr. Robinson had decided should be done?—Yes; and as to whether Mr. Harrington would carry out the agreement arrived at at that meeting. We wrote to them.

2337. But you have had no communication from the department, I understand?—I received this communication on the 25th July 1895: "With regard to your letter of yesterday's date, I have to state that the question of the wages paid to the men employed by the contractors for the Post Office mail cart service is still under consideration. The decision of the authorities will no doubt be communicated to you in due course;" that was followed by another letter.

2338. On the 29th July 1895 you received a letter from Mr. Rich, did you not?—Yes: "I beg to acknowledge the receipt of your further communication of the 27th instant. After the interview on the 4th June, the contractors required some time to work out the cost of carrying on the mail cart contract at the rates specified by Mr. Shannon. The contractors found it necessary to confer with me again on two subsequent occasions, and when their statement was at last completed it was submitted to the Secretary, General Post Office. The Secretary has now asked for information on another point, and the contractors are preparing it. The decision of the Postmaster General will be given without any unnecessary delay, and it will be communicated to you in due course." That is signed by Mr. Rich.

2339. What other communications have you had since then?—We never received that promised communication.

2340. Have you refreshed their memory in regard to it?—Yes. I wrote again on the 12th August, and received a reply from the General Post Office on the 13th: "I have to acknowledge the receipt of your further letter of the 12th instant, which shall receive attention." I also sent a copy of the same letter to

Mr. *Sydney Buxton*—continued.

Mr. Rich, and he acknowledged it: "I beg to acknowledge the receipt of your further letter, dated to-day, which shall receive immediate attention."

2341. Was that in August 1895?—August 1895.

2342. Have you heard nothing since then?—I wrote to the present postmaster at Liverpool, Mr. Salisbury, on the 23rd April this year, to ask the length of existence of the contract at present running. He wrote back on the 29th April: "In reply to your communication of the 23rd instant, I beg to inform you that, without being acquainted with the motive and object of the inquiry, I am not disposed to supply the information you desire in respect of the mail-cart contract with Messrs Harrington and Sons.—I am your obedient servant, *F. Salisbury.*"

2343. Is that all the correspondence you have had with the department? — I wrote in answer to that letter, and stated why I wanted the information. I have got no reply to that letter. That letter was written two days ago.

2344. Meanwhile, since July 1895, have Messrs. Harrington made any alteration or increase in the wages they have paid?—Mr. Harrington made an alteration of a shilling in a few cases; but he stopped their dinner hour, that is, he gave them a shilling increase, but made them work the dinner hour for it.

2345. At all events, with regard to this particular class of work we have dealt with, he has not raised the rate up to 24*s.* for one-horse drivers, and 27*s.* for two-horse drivers?—No.

2346. In spite of the pledge given by Mr. Robinson, who represented for the time being the Post Office?—Yes.

2347. I understand, practically, the correspondence with the department has extended over about two years?—Yes.

2348. You have spoken once or twice of the "recognised rate;" how do you arrive at the "recognised rate" in Liverpool for this class of work?—Do you mean in the case of the drivers?

2349. Yes?—We have sought every information we could from other firms in Liverpool who use similar parcel-vans, and they pay their drivers 24*s.* a week, and for the heavier class of vans, such as lorries and the like, they pay up to 32*s.* and 34*s.* a week.

2350. How many hours a day do their men work?—Ten hours is the usual.

2351. Messrs. Harrington's men work a good deal more than that in some cases, as I understand?—Yes.

2352. You say that most of the employers of that class of work do that; do, substantially, all the employers in a large way of business, except Messrs. Harrington, pay the recognised rate?—Yes.

2353. Is there any agreement of any sort between masters and men in Liverpool with regard to the rate of wages?—Not with regard to that class of wages, but with regard to the heavier work there is.

2354. How long have those rates you quoted to us been in existence, and practically recognised by the employers?—Do you mean with regard to the drivers or coachmakers?

2355. You

Mr. *Sydney Buxton*—continued.

2355. You quoted several; let us take the drivers: 24*s.* for one horse, and 27*s.* for two horses; how long has that been practically in operation and recognised?—So far as we know for the last 10 or 12 years.

2356. It has been in operation for some time; it has not been an increase latterly?—It has been in operation for some time. I do not think in Liverpool any firm of any standing pays less to their drivers; that is, so far as we could get our information.

2357. Apart from Messrs. Harrington themselves, your complaint is that, although the Department concerned did apparently make a pretty quick and careful inquiry into the matter, and their representative practically, as I understand, admitted the substance of your grievance, and stated to the contractor that he must pay the recognised rates, that that is all that has occurred?—Yes, that is all.

2358. He states that in a letter here; I will just ask you one general question with regard to a point I have put to some other witnesses, namely, whether you think these grievances as to the rate of wages would be likely to be more promptly and more satisfactorily settled if they were put in the hands of the Labour Department of the Board of Trade?—Yes, we would agree to that.

2359. You would then know where to go to?—Yes.

2360. You would probably get greater knowledge thrown upon the matter?—Yes.

Mr. *Powell-Williams.*

2361. Do not you know where to go to now in a case of complaint?—That is a question I am not able to answer, except to go to the persons we have made a complaint to in this case.

2362. You said in answer to Mr. Buxton that if the matter was put in the hands of the Labour Department of the Board of Trade you would then know where to go to; I ask do you not know now who is the proper person to make complaint to?—In future we should.

2363. I mean to say now, to-day; if you have any complaint with regard to a Post Office contract, the proper person to apply to is the Postmaster General, is he not?—We have made our complaint to the Postmaster General.

2364. Therefore you do know where to go to?—Yes.

Mr. *Sydney Buxton.*

2365. But you do not get redress there?—I have tried to show the Committee that we have not been treated fairly.

Mr. *Powell-Williams.*

2366. Let me ask you this: Is not this employment upon the Post Office work a good deal more continuous than ordinary employment in van driving?—I do not think so. It would suit any other firm that has employees to keep them continuously, just the same as the postal authorities.

2367. Do other firms pay their men whether they are actually employed or not?—As regards those who are in charge of horses; of course the horses cannot be neglected.

Mr. *Powell-Williams*—continued.

2368. I am speaking of the drivers now?—I do not know of any case where they are paid for not working.

2369. So that if an employer has not got a job to put the driver upon he stands out?—That is reognised in every business.

2370. The Post Office work is always going on, of course, is it not?—Yes, I believe it is.

2371. Now as to the recognised rate in Liverpool; you speak for Liverpool, I understand?—Yes.

2372. How many persons do you suppose there are in Liverpool who are engaging drivers; I do not mean persons owning private carriages, but drivers for hire?—There are some very large business neighbourhoods in Liverpool, such as Church-street, London-road, in those places; there are large shopkeepers, who employ numerous drivers and have a large number of horses, and they, so far as we could get the information, paid what we stated to Mr. Robinson, and what Mr. Robinson agreed to.

2373. Have Pickfords, the carriers, got an establishment in Liverpool?—Theirs are heavier carts.

2374. They would come under the heavier class of work?—Yes, they are paying at the rate of 30*s.*, 32*s.*, and 34*s.*

2375. Is there a parcels delivery company in Liverpool?—I believe there is.

2376. Did you ascertain what they were paying?—No, we did not ascertain what they were paying.

2377. How many firms did you really apply to to find out what they were paying?—There are something like 80 members on the Trades Council and each of them was interested in this business; they sought all over the city for information, and the information conveyed to me was that 24*s.* and 27*s.* were the rates.

2378. Did you make any inquiry yourself?—Not with any firm; I would have no authority for doing that.

2379. You are telling us the result of inquiries made by other people?—Made by ourselves.

2380. I mean to say made by persons other than yourself?—Yes, other than myself.

2381. Have you taken any steps to test the information brought you in any way?—One statement would confirm the other. If we heard that one firm paid a certain rate of wages to their drivers, then if another member of the council came and stated the same thing again in connection with that firm we would believe it to be true.

2382. Are you prepared to tell the Committee, as a fact, that there is no contractor in Liverpool for similar work who is paying the same wages as the Post Office contractor, and employing the men for the same length of time?—To my knowledge there is not.

2383. Are you prepared to say it as a fact?—I cannot say that as a fact.

Mr. *Aird.*

2384. The Post Office people at Liverpool are cognisant with the matter which you complain about?—Yes.

2385. And being on the spot, and knowing all the circumstances, surely they are better people to

Mr. *Aird*—continued.

to deal with a question of this sort than the Board of Trade, who know nothing about it?—We have done everything in our power to bring it under the notice of the postal authorities in Liverpool, and they have given no satisfaction. In Liverpool they agreed to what we put forward at the interview and what we arrived at at the interview, Mr. Harrington agreed to as well, but still it was not carried out after this agreement.

2386. You only put forward the view that the Board of Trade would be better in consequence of the delay in getting a remedy in this case at Liverpool?—Yes. That is the view; that we would like them to take up matters of a similar kind in future.

Mr. *Austin.*

2387. As I understand, you believe if you had a Government Department, like the Board of Trade, communicating with any other Government Department, more attention would be paid to the correspondence; is that your belief?—Yes, that is so.

2388. You complain, at present, that on sending a communication to the Post Office, a considerable time elapses before you get a reply?—That is so, or before they take steps to redress the grievance.

Sir *Arthur Forwood.*

2389. You made a representation as to the men in certain trades, such as smiths, bodymakers, and so on, employed by Messrs. Harrington, receiving a less rate of pay than what you regarded as being the recognised rate in Liverpool?—Yes.

2390. I presume the class of work that Messrs. Harrington have to do on post office vans is not equal to the class of work that ordinary coachbuilders would have to do to ordinary carriages?—They would still have to pay the same wages.

2391. Whether the class of work is of that nice character required to be done to private carriages, or the more ordinary work for mailcarts, you still consider the contractor ought to pay the same rate of wages?—Yes.

2392. Whether it is highly finished or not?—I, as a joiner, would require the same amount of wage for repairing an old floor as I would for making such a sash as we have in the windows here; you have the same wear and tear of tools and so on.

2393. You represent the Trades Council of Liverpool, I understand?—Yes.

2394. About how many subscribing members have you to that association?—About 50 societies altogether.

2395. About 50 societies are represented on your Committee?—Yes; this is a copy of the report (*handing the same to the honourable Member*).

2396. Now, taking the question of the drivers; some of these drivers of the post office vans at Liverpool carry the mails some considerable distance into the country, do they not?—As far as Waterloo, I think.

2397. That is seven or eight miles?—Yes.

2398. And as far as Halewood?—Yes.

2399. That would be eight or nine miles?—Yes.

Sir *Arthur Forwood*—continued.

2400. They carry the mails out there early in the morning?—At all hours.

2401. When they get there they have to wait there, and then to bring the mails in at night; is not that so?—No, I do not think that is so; they have to come back, I think, and do other work during the day. One class of men do not go to Halewood and stay there for the day, I think.

2402. Are you prepared to tell the Committee that none of these men whom you say get the low rates of wages of 17*s.* and 18*s.* a week, drive a considerable distance into the country, and perhaps have one hour in the morning and one hour in the afternoon driving, and wait there during the day?—While they are engaged with the vans we claim that they are at work.

2403. Whether the horses are in the stables, and they are waiting for the mails, or whether they are driving all the time, you claim they should be paid equally?—Yes, they are still under the eyes of the firm; they are still working, and responsible for the horses in their charge.

2404. If a man is driving mails all the day long about Liverpool, that is harder work than that of a man who drives the mails out to Halewood, puts his horse up, and waits until the evening?—That might be so.

2405. In answer to an honourable Member, you said you had sought all over the city for information, and you have given the Committee the best you could obtain?—Yes.

2406. You also said you did not know of the existence in Liverpool of any large concern that carried parcels about the place?—I meant similar vans.

2407. Do you know the Globe Parcels Delivery Company?—No, I do not know it personally.

2408. You do not know that that is a very large concern and carries for the leading tradesmen in Liverpool; are you aware that the servants of the Globe Parcels Delivery Company work as late as 11 o'clock at night delivering parcels?—They may do that; I will not dispute it; but still they are not working for the Government; they are working for a private firm.

2409. Then would you have the Government pay more than a private firm?—No, but we maintain that the Government Department should show an example to private firms.

2410. And pay more wages and work shorter hours?—Pay what we consider a fair wage with fair hours of labour.

2411. You used the term "recognised rate of wage;" what do you mean by "recognised" rate; do you mean what others are working at or what your association recognised as fair hours and wages?—I mean what other employers pay.

2412. And the hours worked by other employers?—Yes, that is what I mean.

2413. But you do not know anything about the Globe Parcels Company, and their practice of delivering at all hours of the night?—No, I do not know anything about that.

2414. Then there are a great many drivers employed on the tramways at Liverpool, are there not?—Yes.

2415. Have you any idea of the number of hours

Sir *Arthur Forwood*—continued.

hours they work during the week?—It is not similar work to that of the postal vans at all.

2416. But they work a great many hours a week?—They do.

2417. It is harder work than driving mail vans, is it not?—And they get more wages than the mail men.

2418. But as to the question of hours; they work, about 80 hours a week, do they not?—I believe they do.

2419. One point you made was that attention had not been given to your representations as quickly as might be; when you made your first representation Mr. Rich was the postmaster?—Yes.

2420. And within the last comparatively few months there has been a change, and Mr. Salisbury has become postmaster?—Yes.

2421. I do not know whether that has had anything to do with the delay?—But it is two years since we made our representations.

2422. You made representations in 1895, and Mr. Rich left the post office at Liverpool sometime in 1896?—Yes, a considerable time elapsed from the first communication, to Mr. Rich's leaving.

2423. How many firms or contractors did you make inquiries from?—The inquiries were made by members of the council among the drivers of other firms.

Mr. *Buchanan.*

2424. When you speak of this being the recognised rate of wage, can you tell the Committee at all what number of firms in Liverpool engaged in this sort of work do pay that rate of wage?—From what we could find out there was no respectable shopkeeper in Liverpool who employed a similar class of van, but paid at the rate of 24*s.* a week, and that was stated to Mr. Robinson at the interview, where Mr. Harrington was present, and he admitted that; he did not dispute it at all. I hope the Committee will bear in mind that fact.

Mr. *Broadhurst.*

2425. Your council, I presume, when it took this question up, rather divided itself into departments, to make these inquiries in different directions?—Yes.

2426. And the members of the council knowing best certain classes of employment, undertook to inquire into those classes of employment?—Yes.

2427. And the net result was as you have described?—Yes.

2428. From men who had the best facilities for obtaining the information they sought for; that is the outcome of it?—Yes; I might point out to the Committee that if we were to write to any of these firms or shopkeepers in Liverpool,

Mr. *Broadhurst*—continued.

asking the question how much they paid their van drivers, they would not reply; they would think we were meddling with affairs we had no concern with; we had therefore to find it out in some other way.

2429. You had to find it out by workmen from workmen?—Quite so.

2430. With regard to the mail cart men being employed regularly, and other men not having wages when they did not have employment, no men get wages when they do not get employment, do they?—That is so.

2431. If a man is at work he naturally expects his wages for it, whatever they may be, is that so?—Quite so.

2432. Supposing this Globe Parcels Company in Liverpool work 100 hours a week, that would be no reason, I presume, why the post office men should work 100 hours?—That is our contention.

2433. As regards the drivers of big lorries who get 30*s.* a week or upwards, or something like that, from your general knowledge of Liverpool, what number of hours do they generally work, do you think?—They have a recognised rate because they are organised.

2434. Have you any idea what the recognised rate would be?—Ten hours a day is what the carters of heavy goods work.

2435. And they are a class of men averaging from 28*s.* to 30*s.*, and 32*s.* a week?—Yes, up to 32*s.* Some of those working with a team of horses receive wages as high as 36*s.*

2436. It would be somewhere about 30*s.* as the standard?—Yes.

2437. When you first went to the post office, according to the correspondence, I gather they entertained your suggestion very favourably?—Yes.

2438. And promise to remedy the grievance?—Yes.

2439. That is two years back?—Two years back.

2440. All those promises seem to have been lost somewhere in transit?—Yes.

2441. You do not know where they are?—No, we did not receive any official communication of anything being redressed at all.

2442. The burden of your complaint is, you did not get any redress?—Yes. As regards the coach makers I have here a list of their minimum wage for the Liverpool branch.

2443. Will you hand that in?—Yes (*handing in the same*).

2444. Taking the whole of the employment under this contract, and the whole of the staff, they are paid a great deal under the ordinary rate for similar work done by other firms in Liverpool?—Yes.

2445. That is your case?—That is our case.

Mr. JAMES RATCLIFFE, called in; and Examined.

Mr. *Sydney Buxton.*

2446. WHAT are you representing here?—The engineering trade; I represent the Amalgamated Society of Engineers.

Mr. *Sydney Buxton*—continued.

2447. Your complaint, I understand, is with regard to Messrs. Armstrong of Newcastle-on-Tyne?—That is so.

2448. Will

Mr. *Sydney Buxton*—continued.

2448. Will you just state shortly the nature of the complaint?—The complaint has reference to the firm not observing the Fair Wages Resolution of the House of Commons. I must state they do not observe it, nor have they ever done so. The managers of the firm have distinctly stated that a minimum rate of wage or current rate is a matter that they cannot possibly "tolerate."

2449. When was that statement made?—That statement was made to a deputation of workmen in December 1895. The current rate of wages in Newcastle, and I may say throughout the north-east coast in 1895, was 31*s.* 6*d.*; that is recognised by all other engineering establishments. In 1891, at the time of the passing of the Fair Wages Resolution, the current rate was 35*s.* (there, of course, were two subsequent reductions). Now in the statement which I have here, we give the names of a large number of turners and fitters, and engine smiths, who were in receipt of 35*s.*, and also a few pattern-makers who were in receipt of 37*s.* in 1891; and we also indicate in this statement that in 1895 these men who had worked at the establishment were re-started at less than 31*s.* 6*d.*, which was the then current wage in 1895. We have the names stated here in this statement.

2450. You need not give us the names. I understand you to say practically, as regards these men, in 1891 they were receiving the current rate of 35*s.*?—That is so.

2451. But subsequently to the two reductions which took place, they were not then receiving the minimum wage of 31*s.* 6*d.*?—Yes, on re-starting in 1895, the firm, I may say, took advantage of the large number of men unemployed, and instead of paying the then current rate of 31*s.* 6*d.*, in the majority of cases they paid 31*s.*, and in a large number of cases even less than that; in some cases 30*s.*, and in some cases we have specified 28*s.* and 29*s.*

2452. What do you mean when you speak of their re-starting in 1895?—The men who were discharged during the slack times were re-started in 1895, when they became busy. The whole of those men, according to the statement we here submit, in 1891 were receiving the then current rate of 35*s.*, and instead of paying the current rate when they re-started the men in 1895, which was 31*s.* 6*d.*, the firm took advantage of the number of unemployed, and started them at 31*s.*, and in many cases less than that.

2453. Whereas I understand you to say other firms in the same way of trade and in those parts were recognising the current rate as 31*s.* 6*d.*, and were paying it?—Yes.

Mr. *Broadhurst.*

2454. How much less did this firm pay than the 31*s.* 6*d.*?—In some cases 28*s.*, and in others 29*s.*, 30*s.*, and 31*s.* I have the figures here.

Mr. *Sydney Buxton.*

2455. You can hand in those figures?—Yes.

2456. Those wages have prevailed up to now, have they?—Yes, that is so. I may state that at the beginning of this year, and in the latter part of 1896, things were very busy and men very scarce, and we withdrew our members, probably to the number of 250, in the fore part of 1896, owing to the firm not paying our rates. The whole of those men immediately found employment elsewhere; some started back again, and were paid our rate. There are very few men out now, and the firm have to pay our rates at the present moment.

2457. In May 1897, at the present moment, what are they paying?—So far as we are aware, as regards our members at all events, the firm have to pay them the same rate, or we do not allow them to start.

2458. How many men have you working for the firm?—The firm is a non-union firm; and out of the 10,000 skilled men I should say we have 2,050.

2459. But those 2,050 are receiving the current rate?—I would not like to say that positively; but, so far as our knowledge goes, we do not allow our members now to start under the current rates. But there are many non-unionists who are under that rate.

2460. Is the current rate now the same as it was in 1891?—The current rate is 35*s.* for smiths, turners, and fitters, and 37*s.* for pattern makers.

2461. It has got up to the 1891 rate?—Yes.

2462. In 1895 you say the firm were not paying the 31*s.* 6*d.*; but as regards most of your men, at all events, they are now paying 35*s.*?—Yes, that is as we understand it. We have made no complaint recently. At the latter end of 1896 we would not allow any of our men to start under the rates.

2463. You have spoken of the current rate; how do you arrive at that rate?—We arrive at the current rate in this way: The majority of the employers, say the Employers' Association, tacitly recognise the current rate for the purpose of reductions and advances; while we have no written agreement recognising it, they tacitly recognise it.

2464. When you speak of other employers you mean other than Messrs. Armstrong, I presume?—I mean the other engineering employers on the north-east coast generally.

2465. How does the Government itself stand in regard to recognising this rate; I mean how far do the Government, in employing engineers themselves, pay practically this current rate, in the Government yards, for instance, at Woolwich?—So far as I am able to answer that question, I suppose they pay a long way better wages than the Messrs. Armstrong do at Elswick Factory.

2466. What complaint have you made to the War Office as regards Messrs. Armstrong?—We have not made any complaint directly, but we have requested our council frequently to make complaint, and the answer we have received is that they have done so in respect of other works, and the answer has been unsatisfactory.

2467. You mean the answer has been so unsatisfactory with regard to other complaints that they have not thought it worth while to make complaint in regard to Messrs. Armstrong?—Yes, because when they have complained respecting other firms who have infringed the Fair

Mr. *Sydney Buxton*—continued.

Fair Wages Resolution, the answer has not been satisfactory.

2468. You mean in the cases we have had before us, such as Penns' case, and Maudsley's, and so on ?—That is so.

2469. Have you anything further to add?—No, except that their sweating method in the shape of management spoils much of the work. As regards much work which was formerly done by skilled men, I should think close upon 50 per cent. is now done by unskilled men. To mention one job; that is, the Hotchkiss guns, formerly skilled men not only finished the barrels and the jacket, but also did the roughing, the whole process. They have now subdivided that, and there are lesser-skilled men who do the roughing, and, of course, the skilled men do the finishing. We also say that under their system of management there are officials that I call "feed and speed" men; I suppose their object is to sweat the workmen by getting out as much work as possible under very trying circumstances. The meaning of that observation is that in some cases they stand over the workmen, watch in hand, timing the job; and, of course, making complaint to headquarters; and the workmen are told they will have to do a job which hitherto had taken a certain number of hours within a specified lesser number of hours; I think that covers the complaint that is prevalent throughout the factory.

2470. Are the wages you have quoted to us day wages or piecework?—Day wages; time wages.

Mr. *Broadhurst.*

2471. Is it customary for these other firms on the Tyne and the north-east coast to have a departmental foreman watching and timing?—No, this is the only firm that does it.

2472. Commencing at Hartlepool, and including the Tyne, about what number of engineers have you in all these firms ?—Taking the north-east coast, which includes the Tees, the Hartlepools, the Tyne, and the Wear, there would be, in round numbers, 9,000 members of the Amalgamated Society of Engineers.

2473. But how many engineers would there be altogether; men who ought to be, or might be, members of your union ?—Taking those who ought to be members, roughly speaking, 12,000; that includes the Elswick works.

2474. Then does it come to this: that the Armstrong works employ a larger number of engineers than all the other firms put together? —No, I do not say that. Of course, the firm is supposed to employ a total number of about 19,000; but there are a large number of unskilled men. Roughly speaking, I should say that the firm would have about 10,000 men who would fairly come under the heading of skilled men.

2475. Your complaint is with regard to the Government work done in the Armstrong works? —Yes, that is so.

2476. There are other firms in that district who do Government work; for instance, Palmer's? —Yes, Palmer's do Government work, and the St. Peter's and the Hawthorne firm do Government work, and Doxford and Son also recently have had Government work.

Mr. *Broadhurst*—continued.

2477. There are about three other firms that at times have Government work?—Yes, three or four firms.

2478. Palmer's being the largest, outside Armstrong's?—Yes, that is so.

2479. Have you had similar complaints to make with regard to those other three firms?—No, no material complaints. We have none whatever respecting Palmer's. We have had one or two complaints about machine workers at Hawthorne's; but, generally speaking, both of them are fair firms.

2480. You have had no substantial grievance as regards them?—No, not that I am aware of.

2481. What you want is, that this big firm of Armstrong's should observe the customs and habits in relation to your trade as they are observed by Palmer's and the other firms doing Government work?—That is so.

2482. And you ask for nothing more ?—That is so.

Mr. *Banbury.*

2483. I think you said that in 1896 you would not allow your members at Messrs. Armstrong's to start under the current rate?—In 1896 we made an effort to induce this firm to pay our current rates.

2484. Then your men were working under the current rate before then ?—We made several complaints to the firm respecting it before that; but we could obtain no satisfaction.

2485. Were your men working under the current rate at that time ?—Yes.

2486. You said that now the firm have to pay the current rate because the trade is better?—In consequence of the scarcity of men, I presume. We have had no complaint in 1897.

2487. Then the current rate is the rate fixed by yourselves?—Fixed by ourselves, and mutually allowed by the other employers.

2488. You say, allowed by the employers; but if the men were working under the rate it would not be accepted by the general employers, because some of your men were working under it?—No doubt the employers would make no complaint if we allowed men to work under the rate.

2489. But then the rate would not be the current rate, because you yourselves would be breaking it in such a case?—We would not have any knowledge of it, because if we had knowledge of it, in times of ordinary prosperity, we should not allow it.

2490. But I am speaking of times not of prosperity?—For the purpose of that one firm we were helpless in that matter; but the majority of firms recognised it.

Sir *Arthur Forwood.*

2491. I suppose Messrs. Armstrong are the largest engineering firm in England engaged principally in gun work, and ordnance work, and munitions of war generally?—I presume so.

2492. You have come to the Committee desiring that the Committee shall enforce what is called the "Fair Wages Resolution"?—Yes, we trust so.

2493. And

Sir *Arthur Forwood*—continued.

2493. And if Armstrongs do not accept that, that the Government should withdraw their work from Messrs. Armstrong; is that your proposal?—Well, we trust the Committee will bring pressure to bear upon the firm to compel them to pay the rate.

2494. In what way would you have that pressure brought to bear to compel them to pay it?—That is rather a difficult question for me to answer.

2495. Would you have the Government strike them off the list of contractors if they do not accede?—Yes, if they do not pay the current rate.

2496. Do you know that Messrs. Armstrong are patentees of very important guns and other things required in ships of war?—Yes, I have heard so.

2497. Would you have the Government deprive themselves of the advantage of the latest improvements because Messrs. Armstrong would not comply with what you call the current rate of wages?—That is a question I would not like to answer just now.

2498. You told the Committee that, owing to Messrs. Armstrong not paying what you considered to be the recognised rate of wages, you withdrew 250 of your members?—After making many representations we ultimately withdrew our members.

2499. At that time there were 2,050 of your members, were there not, working with the firm?—I think so; that is a rough calculation.

2500. Why did you not withdraw the whole of the 2,050?—Because the rest, I suppose, were receiving the proper rate of wages; those 250 were the men returned to us as not receiving the rate.

2501. You are not certain whether the other 1,800 were not receiving a rate of wages lower than the current rate?—I am not quite certain.

2502. Then, as a matter of fact, out of the 10,000 men, Messrs. Armstrong get 8,000 skilled men willing to accept the rates of wages they offer?—With this addition, that only about 2,500, so far as I can calculate, were trades unionists; the others were non-unionists.

2503. Eight thousand non-unionists are content, at all events, to go on with the work below what you consider the standard rate of the district?—I suppose the firm takes advantage of them owing to their being non-unionists.

2504. I gather that you consider it is improper for a firm like Armstrong's to appoint foremen to see that the workmen give them a fair amount of work in the day for their wages?—We do not say that this is a fair amount; we say this is a sweating amount.

2505. You say that having a foreman to see that the work is done is sweating the men?—These "speed and feed" men are not exactly foremen; there are foremen also; in fact, the foremen are simply watchers under the new system, I suppose.

2506. They are watchers to see that the workmen do what they consider a fair amount of work for their wages?—The original foremen are reduced to watchers. The foremen are practical workmen, but the "feed and speed" man is not a practical workman; his purpose is to sweat the men.

Sir *Arthur Forwood*—continued.

2507. His purpose is to urge the men on to do the work?—If that is the way you put it; I call it sweating.

2508. The next point you object to is, that if they find unskilled men competent to do rough work, as you put it, to the Hotchkiss gun barrel, they ought not to employ them, but ought to employ skilled men only?—As a matter of fact, they do not find them competent, but it seems to serve their purposes, for the time being, to put up with incompetency for the sake of cheapness.

2509. In your judgment, the men employed on this particular work are incompetent?—Yes, that has been proved, by practice, by the workmanship.

2510. And yet the various Governments, for whom they manufacture these guns, accept them as sufficient and efficient for the purpose?—I do not know about that; I am not able to answer that question.

2511. But I suppose the guns turned out by Messrs. Armstrong are accepted by the various Governments to whom they are supplied?—I presume so.

2512. And yet the rough part of the work is done by these unskilled men?—Yes.

2513. You want to regulate their establishment, and prevent their employing the labour that they think sufficient for the purpose?—We want that the firm should conform to the usual custom of other firms.

2514. You want that they should be regulated by your society?—Not exactly. Our society do not regulate it in the fashion you put it. We want them to conform to the usual rates and customs as to apprenticeship, and so on.

Mr. *Austin.*

2515. You mean it is regulated by conference between the employers and employed?—Not exactly that point; I mean it is the usual custom for the skilled men to do the work, both rough and smooth.

Sir *Arthur Forwood.*

2516. You object to the firm employing the labour they think adequate for doing the work?—We say it is unfair.

Mr. *Austin.*

2517. You have just spoken about foremen; is it the established rule in all trades that foremen are employed to supervise the work?—Yes, and to give instructions as well.

2518. You have no objection to foremen being employed to see that a workman does his work, and gives a fair return for his wage?—I am not complaining about the foremen, but of the "feed and speed" men. I do not make any complaint at all respecting foremen.

2519. The men you speak of are a special class of men in the establishment?—Yes; they are not experienced men.

2520. Did you make any representations whatever to Messrs. Armstrong in connection with the complaints you make?—Yes, we have made

Mr. *Austin*—continued.

made many to Messrs. Armstrong, but we have had no notice taken of them.

Mr. *Aird.*

2521. Where did you get the term "feed and speed" man from?—I suppose it is a word the men have coined themselves. In the first place, the meaning of it is that he causes the machine to be "speeded" and "feeded" up.

2522. Who does?—The "feed and speed" men make representations, I suppose, to the head office.

2523. Is it the name recognised by the employers, or is it the invention of the employed?—I have heard the employers use the same term, so I suppose they recognise it.

2524. You say you suppose the employers recognise it?—Yes, because they use the term themselves.

Sir *William Arrol.*

2525. Is it not the case that what these "feed and speed" men have to deal with is all machine work; that it is simply a matter of quickening the speed of the machinery?—It is a matter of quickening the speed, but it causes much harrassment to the workmen. It is not always judicious for the proper performance of a job to speed it above what it will possibly take; there have been many breakdowns and accidents in connection with it. I daresay, if the thing was gone into properly, it would be found that there is increased employment for the millwrights in repairing machines that break down owing to this increased feeding and speeding.

2526. Supposing the machines are made to go at a certain speed, and they are made strong enough to carry on the work at a regular speed, it is the masters who provide the machines, and not the workmen, and it does not matter a straw so far as the employé is concerned whether the machine is going at 100 or 150 revolutions, does it?—Yes, it does, inasmuch as if the machine goes at too great a speed according to the workmen's experience it will not perform the job properly. It makes a good deal of difference.

2527. Supposing the workman was not there at all, but supposing he was away smoking a pipe, and the machine was going on doing the work, it does not matter whether it was going at 100 or 150 revolutions?—It does not follow that the machine will do the work all the same.

2528. It would go on doing the work as well without the man as with him?—I do not say that at all. Take these special machines I am speaking of; it is very necessary that the workmen should pay strict attention to the lathes.

2529. These are special machines, and special workmen are engaged upon them, though they may not belong to your society; have you any cause of complaint if a special man does not get work at these machines?—We are not complaining specially about the men not belonging to our society; we are complaining about the men not belonging to the trade.

2530. Supposing there was a new trade established for the purpose of making Hotchkiss guns, is it not the case that there are generally special men got to work these special tools, who are not engineers at all in any shape or form?—I am not aware. The Hotchkiss gun men are all skilled men.

Sir *William Arrol*—continued.

2531. They are specialists are they not, and work with special tools?—No, an ordinary turner can turn the barrel and an ordinary fitter can operate the breach without any speciality whatever.

2532. There are special tools made for these guns for doing the special work, are there not?—Yes, as regards the barrels there would be special tools.

2533. And for turning?—No, the ordinary lathe turns the barrel, the workman may have a special tool of his own, but that does not come under the heading of machinery.

2534. It is all special plant, is it not, for this work at Messrs. Armstrong's factory, and as a rule, the work is done by machine?—A great deal of it is done by machine.

2535. And it is all special plant?—No, not all; there are ordinary lathes used.

2536. There are special lathes too; but I cannot see that you have any cause of complaint in the machines running quicker than an ordinary engineer who has no special knowledge of the machine thinks they ought to run?—Take the lathers as an example; in turning a barrel the "feed and speed man" may say that he must "feed and speed" it up beyond what is proper workmanship according to the experience of the workmen. That has occurred. The workman is held responsible, notwithstanding the "feed and speed" man instructs him to speed it up.

2537. Has not it been found necessary, on account of the men themselves, to have these men for this special purpose?—I do not think so. Personally, I think it was due to the abolition of piece-work.

2538. Is piece-work all abolished at Messrs. Armstrong's?—It is very nearly all abolished.

2539. What is that on account of?—I do not know; I cannot tell what induced the firm to abolish it.

2540. Is it not the fact that Messrs. Armstrong, like a great many other large firms, have found it absolutely necessary to see that the machine goes at a proper speed to do the work?—We do not complain about its going at a proper speed; we complain about the unfair speed.

2541. You say the speed is excessive?—Yes.

2542. Do you think that you are the best judges of that, or Messrs. Armstrong, who provide the machines, and do the work to the satisfaction of their customers?—I should say, as a workman, I am the proper judge, having served my time, as an experienced man; and not the principals, who are not experienced.

2543. Of course, as employers, Messrs. Armstrong would consider they were the proper persons to judge of that, because they have their own special machines and train up people for the special work generally?—Yes.

Mr. *Powell-Williams.*

2544. Just pursuing that for a moment with an illustration, take a saw-mill, sawing logs, with a perpendicular saw; you would admit, I suppose, that

Mr. *Powell-Williams*—continued.

that if the saw does not go at the proper speed the log is not dealt with in the time in which it should be dealt with, and also that if one log does not follow another quickly there is waste in respect of the machine; do you not admit that?—I do not understand the process of saw-mills.

2545. I can tell you the process. The process of the saw-mill is to have what are called perpendicular saws, working up and down with a log addressed to the saws, and pressed against them by machinery. I put it to you, whether, if the saw does not work at the proper speed, there is not a waste of time as between one log coming forward, and consequently loss to the employer?—There is no comparison between your illustration, and what I have been speaking about.

2546. Assuming that my illustration is a good one, I put it to you whether, in that case, there would not be loss to the employer?—I do not care about answering a question on an assumption.

2547. Would you tell me precisely what your complaint is?—I have already stated it.

2548. Will you tell me precisely what it is?—Not paying the current rate of wages recognised.

2549. That is that Messrs. Armstrong do not pay the current rate of wages?—That is so.

2550. Is your complaint that Messrs. Armstrong at this moment are not paying the current rate of wages?—I believe they are not.

2551. Is that your complaint?—Yes.

2552. Have you made any complaint to Messrs. Armstrong as to that?—Yes, several.

2553. Have you made any complaint to the Government Department who have contracts with Messrs. Armstrong?—I have already stated we have requested our council in London to make a complaint.

2554. I am speaking of to-day. You say to-day, you believe, Messrs. Armstrong are not paying the current rate. I put it to you, have you made any complaint to anybody about the rate of wages paid to-day?—Yes, we have complained to the firm.

2555. Have you complained to the War Office?—Not directly. We have requested our council to do that.

2556. When did you request your council to complain to the War Office?—Last year.

2557. I am speaking of to-day?—This year we have not done it.

2558. That is to say, you have neither complained to Messrs. Armstrong nor asked your council to complain to the War Office?—We considered it was quite sufficient to ask them to do so last year, in 1896.

2559. In 1896 is it your complaint that Messrs. Armstrong were not paying the current rate?—That is so.

2560. Did you at that time make any complaint to the War Office?—We have not made direct complaint; we have requested our council to do so; that is their proper business.

Sir *Charles Dilke*.

2561. Do you know whether the council did make any application to the War Office?—Yes; the answer given to us was that they had already complained respecting other firms, and the answer was so unsatisfactory that the council thought it was no use pursuing the matter further.

Sir *Charles Dilke*—continued.

Mr. *Powell-Williams*.

2562. As a matter of fact, no complaint whatever was made to the War Office with regard to Messrs. Armstrong; now, would you be good enough to tell me how many members there are in your organisation?—In what locality?

2563. I mean in Newcastle?—On the Tyne, in round numbers, I should say there are 5,000.

2564–5. On the Tyne how many men are there who are engineers; I mean to say, inside and outside your society?—All the 5,000 are engineers.

2566. But how many are there beside the 5,000; how many who are not in your society?—Besides those in our society there are also steam-engine makers, and nationalists, and the co-operative smiths; probably, in round numbers, in Newcastle, there will be an additional 1,000.

2567. That is to say, you have got 5,000 out of 6,000 in your society?—That excludes non-society men.

2568. I want to know how many men there are altogether, if you please; how many men are there besides those that are in your society?—Besides those, taking the engineers (I am not quite competent to give the exact number), but I should think there may probably be 3,000 to 4,000 that are outside our society.

2569. How many are there who are not in any society at all?—Two thousand five hundred to 3,000, probably.

2570. And all of those employed by Messrs. Armstrong?—Yes; chiefly, at any rate.

2571. Men who do not recognise the rate that your society claim as the current rate?—Men who are not paid the current rate, I should imagine.

2572. Men who take less wages than you say are the wages current in the district?—Yes, I have no doubt of it.

Mr. *Sydney Buxton*.

2573. I should like to ask you something with regard to what Sir Arthur Forwood asked you. He asked you whether, in the event of Messrs. Armstrong not carrying out the conditions of the resolution, you would propose that they should be struck off the list of the Government contractors; and he showed the difficulty of doing that. I put it to you, would not it be possible, in the case of Armstrong as in the case of other contractors, instead of going to the extreme penalty of striking them off the list, to insert in the contract some form of lesser penalty which would induce them to comply with the resolution?—Yes.

2574. In your opinion, Messrs. Armstrong, great firm as they are, like any other firm, ought to comply with the resolution of the House of Commons?—We think so.

2575. We have heard a good deal about the current rate and the trade union rate. I would like to put it to you whether you would accept this as a definition of the trade union rate; not necessarily the rate which the unionists would wish to get, but the rate that they are willing that their men

Mr. *Sydney Buxton*—continued.

men should work at?—Yes, mutually agreed on by both parties. Perhaps I ought also to state, in addition, that I see no reason why this firm ought not to pay the current rate, because the firm pays a very good dividend, 10, 11, and 12 per cent., and they made so much money in 1896 that they practically made a present of 50*l.* to every 1,000*l.* shareholder.

Mr. *Sydney Buxton*—continued.

2576. That has nothing to do with the principle of the Resolution?—No; the firm is a wealthy firm; there is no reason why they ought not to pay the current rate of wages.

Mr. *Broadhurst.*

2577. Not working at a loss?—Oh, dear, no.

Mr. JAMES CLARKSON, called in; and Examined.

Mr. *Sydney Buxton.*

2578. YOU have heard the evidence given by Mr. Ratcliffe. Have you anything you want to add specially to that; you have come, more or less, I think, for the same reason, have not you?—Well, Mr. Chairman, I should certainly add this: that one of the great complaints of our people against Messrs. Armstrong, Whitworth and Company is that in slack times, and such like, at the present time, as Mr. Ratcliffe has already said, we hold a certain power of commanding a rate; but when that dies off, which it might do, they take advantage in this way, that they will discharge a man in one shop and re-start him in another shop, under the same firm, of course, with a reduction of wages. After the reductions have been agreed on between our society and the firm and the other employers in the Employers' Association they take that advantage. That does not happen in any other firm on the Tyne; in fact, it does not happen with any other firm on the north-east coast. In reference to these so-called feed-and-speed men, the complaint of ours is not that these people drive these machines at a proper speed, but that they drive them at an unfair speed, and skilled men have been sacrificed through it, and that the blame does not fall upon the feed-and-speed men, but that it falls upon the workman that has done the work.

Chairman.

2579. The point I think the Committee would like to hear from you is, what specific complaints have you made to the Government Department which is responsible for the carrying out of the Fair Wages Resolution, that Armstrong, in executing Government contracts, have not obeyed the Fair Wages Resolution, which, as you are aware, is put in all the War Office contracts?—Directly, we have made no complaints to the War Office.

2580. Is it within your own knowledge why?—The committee that I represent in the north have complained to our executive council.

Chairman—continued.

2581. That is your executive council in London?—Our executive council in London; and their reply to that was that they had already made complaints innumerable in reference to other firms in London and other districts, and they either got no reply, in some cases, or where they did get a reply the reply was unsatisfactory, and therefore they thought it was needless to make any further complaints.

Mr. *Sydney Buxton.*

2582. I take it you generally confirm what Mr. Ratcliffe said?—Yes.

Mr. *Powell-Williams.*

2583. Did they give you any information as to the firms about which they had made complaints?—No, they did not send us any names of any firms they had complained about.

2584. I want to test this at the War Office; I want to see if we did get any complaint from your executive council as to any firm and did not attend to it?—Well, the executive council would not necessarily inform us of the complaints that they had made concerning any firms outside our own district.

Sir *Charles Dilke.*

2585. They did not tell you whether it was War Office or Admiralty?—No.

2586. So it might have been Admiralty?—Yes.

Mr. *Powell-Williams.*

2587. Are you obliged to complain through your executive council; is that one of the rules of your association?—In reference to dealing with Governmental departments, our executive would be the body to deal with it.

2588. You do not make complaints yourself?—Not individually from a district.

2589. Why do not you?—Because it is one of the fundaments of our society that the executive council shall deal with this matter.

Mr. JOHN CLOSE, called in; and Examined.

Mr. *Sydney Buxton.*

2590. WHAT are you representing here?—I represent the Plumbers' Association of the Liverpool district.

2591. What is the nature of your complaint; what is the firm you complain of?—It is a complaint against Laird Brothers not paying the current rate of wages to the plumbing trade.

Mr. *Sydney Buxton*—continued.

2592. What is the Department involved; what contract have they got?—It would be the Admiralty.

2593. State shortly the nature of the complaint you have about Messrs. Laird?—Within the last few years the plumbing trade has been changing a bit. There is a quantity of iron pipes used

Mr. *Sydney Buxton*—continued.

used instead of lead, and although there is iron substituted in place of lead it is plumbers' work all the same, because the plumbers undertake to do it.

2594. What I want to know is what is the nature of the complaint against Messrs. Laird, as a Government contractor, under the Fair Wages Resolution. Do you allege they are not paying the current rate of wages to their plumbers?—Yes.

2595. They are not paying the current rate?—No.

2596. How do you arrive at the current rate in Liverpool?—The current rate is the rate agreed on between masters and workmen.

2597. Have you a regular signed agreement?—Yes.

2598. Have you a copy with you?—Unfortunately I have not.

2599. Will you send one to be put in?—Yes.

2600. When was the last agreement come to?—The last agreement was about six months ago.

2601. What is the rate agreed on?—Ninepence.

2602. What do Messrs. Laird pay their plumbers?—I do not know what they pay. They pay anything at all that suits themselves.

2603. They do not pay the 9*d.*?—No.

2604. What complaints have you made to the Admiralty in reference to this matter?—We made a complaint to the Admiralty about four years ago.

2605. What was the result of that?—The result was nothing, because they simply replied to us that they had nothing to do with it.

2606. How do you mean?—This is the reply we got from the Admiralty.

2607. Read it?—"Sir,—With reference to your letter of the 26th instant, stating that you are instructed by the members of the Liverpool Lodge of the United Operative Plumbers' Association to inquire if a deputation would be received at the Admiralty, in regard to the employment by Messrs. Laird Brothers of men who are not plumbers, to do the plumbing work in several ships now being built for the Government, I am commanded by the Lords Commissioners of the Admiralty to inform you that, in their opinion, a question of the nature described in your letter is not one in which they would be disposed to interfere. Under the circumstances, it would serve no purpose to receive the deputation."

Mr. *Sydney Buxton*—continued.

2608. It appears from that that it is not a question so much of wages as a question of the class of workmen employed by Messrs. Laird on certain work?—That is what I presume Messrs. Laird say.

2609. What do you say it is?—We say it is plumbing work, and it is plumbers that are doing it.

2610. Do I understand you to allege that Messrs. Laird, having a certain amount of private work, and having a certain amount of Government contract, employ a different class of labour on their plumbing work in their private work from what they do on Government contracts?—Yes; the plumbers belonging to the Plumbers' Association, on account of Lairds' not offering the current rate of pay, do not seek employment there.

2611. Do Messrs. Laird draw a distinction in regard to the plumbing work between their work for private individuals or private firms, and their work under Government contracts?—Yes, they do.

2612. And do you say that they draw this distinction between plumbing work under Government contracts, and pay less under Government contracts for plumbing work than they do on their ordinary work?—Yes.

2613. Do you mean that your men can obtain employment from Messrs. Laird as regards their ordinary work, but they cannot obtain employment under a Government contract?—Our men do not directly get work from Lairds', but there is a certain portion of his work that he lets off to private firms, and those private firms pay the rate of wages.

2614. He does not do that in the case of Government contracts?—He does not do that in the case of Government contracts where he takes men on himself.

2615. Where he takes men on himself under his private work, does he pay the rates that you recognise?—Where he takes men on himself he does not pay the rate of wages at all, either Government or private.

Mr. J. C. GORDON, called in; and Examined.

Mr. *Sydney Buxton.*

2616. YOU represent the tin-plate workers?—Yes, the National Union of Tin-plate Workers.

2617. You have two complaints here, I think?—Yes.

2618. One against Messrs. Oliver, of Wapping?—Yes.

2619. State the nature of that; the Department is the Admiralty?—The Admiralty, I think Messrs. Oliver's is. The particulars that we have respecting the contract that Messrs. Oliver took are that it was from the Admiralty, and as to his method of paying for the work, especially referring to Article 283 in their contract. Some two years ago he had a contract for

Mr. *Sydney Buxton*—continued.

these, and he paid about 30 per cent. less than the current price. I might state here, at the start, that our trade is a piece-work trade. We have day-work, and recently the day-work has been developing, and we have found it necessary to put a minimum rate for day-work, which is 8*d.* per hour. I wish to imply that is only the minimum rate; many of our members go to 1*s.*, but nothing lower than 8*d.* Messrs. Oliver paid for these articles something like 30 per cent. less than the current piece-work rate. The men complained of it, and after writing to Messrs. Oliver stating that they refused to do the work unless the proper rate was

Mr. *Sydney Buxton*—continued.

was paid; it was eventually paid, and the men discharged. That is the chief complaint that we have against Messrs. Oliver. The men were discharged through demanding the current or fair rate of wage in London for that particular article.

2620. In regard to Messrs. Oliver, have you had any correspondence with the Admiralty in regard to them?—No, we have not with the Admiralty respecting that one case.

2621. It is the War Office?—We have approached the Government on many occasions. We simply use two cases as illustrations, Francis, of Deptford, and Oliver's.

2622. What is the case against Messrs. Francis?—They have now a contract from the Ordnance Department of 8,000 soup buckets or cans, and they are paying a rate of wages to the makers of those articles as low as 22*s.* per week for 60 hours per week. These men are not skilled mechanics. The system or method they adopt in the firm is that they have three or four mechanics, paying them a rate of wages a little better than the ordinary unskilled men, and getting the work turned out in, I must say, a very inferior manner. Our list of prices has been accepted, and is adopted by all the larger firms of London and the provinces.

2623. Have you any written agreement between the masters and the men about it?—I cannot say that we have a signed agreement now. I have our price list for general work, which is so far back as 1868, and on the front title page we have the signatures of our employers and our committee of employees; and, further, all prices appertaining to Government work have been settled up till now by manuscript as a matter between the employer and employees.

Mr. *Broadhurst.*

2624. Settled as it arose?—Yes, we have a standard list of prices taken as agreed on by all respectable firms.

Mr. *Sydney Buxton.*

2625. Practically, I understand, you assert that the vast bulk of employers in this class of work pay this recognised rate?—The great bulk of them. There are only one or two isolated instances. We have approached the Government on many occasions. They simply say it does not come under the category of the Resolution.

2626. Can you say in reference to some of these other firms who pay the current rate, are any of them Government contractors?—Yes, Messrs. Spokes are large Government contractors, and Messrs. Perkins are.

2627. And they do pay the recognised rate?—They pay the recognised rate of wages.

2628. You have had some correspondence with the War Office in the case of Messrs. Francis?—Yes, we have. They have simply asked for particulars, which have been forwarded to them, and we have had really no reply from them further than that.

Mr. *Powell-Williams.*

2629. When was the complaint?—*This* is the complaint. The firm has a contract still running.

Mr. *Sydney Buxton.*

2630. At what date was your complaint to the War Office?—About five weeks ago.

2631. I thought you said just now you made a complaint some time ago?—I spoke generally of other matters, such as mess-tins, which we have frequently made complaints of. The latest reply we have is the 13th April. The letter we sent them first was, I believe, about the 12th April.

2632. Since then, Mr. King has written to them giving them the information they requested; that was on the 17th April, and you have had no further reply?—No, we have had no further reply.

Mr. *Powell-Williams.*

2633. What is that letter you have there?—The first reply, merely an acknowledgement, and asking for full particulars, which we sent.

2634. When were the full particulars sent in answer to that letter?—A day or two after; the 17th April.

Mr. *Sydney Buxton.*

2635. I understand you to say, that apart from this particular case, you have had other cases, such as mess-tins, and others of which I have information here, of which you have made complaints to the different Departments concerned, without any satisfaction?—Yes; I might say here, in proof of Messrs Francis' wages which they pay, we have two or three witnesses here this afternoon who will be prepared to state the amount of wages offered to them for a week of 60 hours per week. One, a skilled mechanic, a person that we sent there, and I may say started there; we had a desire to know the facts of the case, and we sent a man there and got him to start a job there, and he was offered at the rate of 26*s.* a week of 60 hours on this work for the Government, where our minimum rate is 8*d.*

2636. I do not think it will be necessary to call those witnesses, because we take it generally from you that your society allege that Messrs. Francis are not paying the recognised rate, the rate paid not only by other employers, but the rate paid by other Government contractors?—That is so.

2637. And, so far as this particular case is concerned, the correspondence, of course, is of very recent date, and I do not know that you can hardly have expected the War Office to have replied to Mr. King's detailed letter of the 17th April?—I might say, generally, our union has been dissatisfied with their efforts in the past with the War Office, and they have not taken such an active share in this thing, because they looked upon it almost as hopeless. The permanent officials in the separate establishments seem to rule the matter just as they please, and it is disheartening to men when they try to rectify evils to find that they are not looked upon in anything in the shape of a fair spirit.

2638. Have

Sir *Charles Dilke.*

2638. Have you any of the previous answers of the War Office to which you refer?—I think Mr. Buxton has some. Mr. King will lay that matter more definitely before you, though I appeared before the Committee on two occasions in 1895 over these mess tins.

Mr. *Sydney Buxton.*

2639. You mean before the Department Committee?—Yes, on two or three occasions, and I believe you asked a question in the House.

2640. We take it from you that your society have made previous complaints with reference to somewhat similar matters, and, in your opinion, you have not received satisfaction?—No satisfaction whatever. Practically it amounts to evasiveness by simply stating generally at the wind-up of a lengthy correspondence, that your particular grievance does not come under the Resolution.

2641. Have you known any case of the complaints which you have made, in which personal inquiry has been made by some official of the Department?—I understand the War Office recently made applications to Messrs. Haynes, at least they asked for particulars of them, and Messrs. Haynes replied.

2642. That was mess tins?—Yes.

2643. In your opinion, should you feel greater confidence in regard to these matters if you had some particular department, such as the Labour Department of the Board of Trade, to whom you could communicate directly, and who would be responsible for dealing with the complaints?—Most decidedly, it would be a great advantage to the trades generally, because it would put into the hands of an independent body the means of forming an opinion.

Sir *Charles Dilke.*

2644. What kind of work is this; do they buy their tin plates and then make them up into shapes?—They buy their tin plates and make the articles from them, and I would like you to take especial notice of this firm that we are speaking of (a contract is still running), and the number of rejections which the War Office have had; the articles that have been rejected of this particular firm through cheap and unskilled labour.

2645. Do you mean in the making up?—In the manufacture of the article generally. There is nothing much to complain of in the quality of the material; the manufacture of the things is the reason of their rejection.

2646. Do you mean the manufacture of the

Sir *Charles Dilke*—continued.

tin-plate or the making up by them of the tin-plate which they have bought from another manufacturer?—The making up of the article itself. We have nothing to do with the manufacture of the plate; it is simply the working up afterwards.

2647. Does your union include all processes in which tin plate is used?—Our union includes tin-plate and iron-plate and sheet-metal workers, chiefly tin-plate our members are, but we have many iron-plate workers in the union.

Mr. *Broadhurst.*

2648. It is entirely making up from the sheet into articles whether iron or tin?—Yes, that is so.

2649. And you spoke about this firm's goods being of inferior quality when done?—Yes.

2650. The particular firm that employed the two journeymen and the other slop workers?—Yes.

2651. In what particular would they be inefficient in finish?—I really do not know why they were rejected. I only know they have had a large number of those articles rejected. I am not working for the firm.

2652. You are a tin-plate worker?—Yes.

2653. In what particular can a piece of tin-plate goods be deficient?—In many ways. For instance, if you know an article similar to the one under discussion now, a soup pail, there is a large wire round the top of it; if that wire is not properly covered by the tin and covered up from the atmosphere, &c., you will soon find a rust set in; and the thing will deteriorate immediately; and further, the make generally of the article.

2654. The soldering?—The soldering especially is exceedingly rough. The general appearance of the article is, to an experienced man, a shoddy piece of goods.

2655. So that these articles going aboard ships——?—This is from the Ordnance.

2656. With regard to such articles going on board ships, tins served out on a man-of-war, or for camp purposes, or for barrack purposes, you would consider it of great importance that protection against rust and first-rate soldering should be two essentials?—Most decidedly.

Mr. *Powell-Williams.*

2657. Do you know what proportion of the articles supplied was rejected?—I cannot say. I know up to a certain date, a week or two ago, 500 or 600 were rejected out of 2,000.

2658. You are quite sure it was 2,000?—No.

Thursday, 13*th May* 1897.

MEMBERS PRESENT:

Mr. Aird.
Sir William Arrol.
Mr. Austin.
Mr. Banbury.
Mr. Broadhurst.
Mr. Buchanan.
Mr. Sydney Buxton.
Sir Charles Dilke.
Sir Arthur Forwood.

SIR ARTHUR FORWOOD, IN THE CHAIR.

Mr. ALEXANDER WILKIE, called in; and Examined.

Mr. *Sydney Buxton.*

2659. I BELIEVE you are representing here the Shipwrights and Boat-builders' Association?—Yes.

2660. The first case you wish to refer to is, I think, connected with the Plymouth branch of that Association?—Yes.

2661. What is the name of the firm to whom that complaint relates?—Messrs. Waterman Brothers, Boat-builders and Government Contractors, of Plymouth.

2662. Will you state the nature of your complaint?—The nature of our complaint is that this firm, who principally do boat and launch work, employ to do this work, given them by the Government, an enormous number of apprentices. Without being committed to the exact figures, I should say they have just now something like 65 apprentices to eight journeymen.

2663. Is that, in the opinion of your society, a very considerably larger proportion than usually prevails in the trade?—I should think that would be the opinion of any practical man who knows the work; if the apprentices are to be instructed in their trade they must have sufficient journeymen to do so. I will give you an example: I will take the Government itself, who do this sort of work, including boat-builders and all the different departments of the trade; in the dockyard at Portsmouth the present proportion is one apprentice to 12 journeymen.

2664. Instead of which it is, what, in this case?—It is one apprentice to 12 journeymen at Portsmouth, and one apprentice to seven journeymen at Devonport, whereas, with the firm I speak of, it is eight appentices to one journeyman.

2665. Apart from Government employment, would your allegation be that other firms in the same way of trade employ a far smaller proportion of apprentices to journeymen than Messrs. Waterman?—Taking the trade as a whole throughout the country in all the competing places which compete with this firm for the same class of work, it runs from one apprentice to five or six journeymen. In some of the smaller boat sheds there may be more apprentices in proportion, but, being smaller yards, that does not mean so much in the aggregate. Taking the principal competing places, the number is about what I have given.

Mr. *Sydney Buxton*—continued.

2666. About 20 to 25 per cent.?—Yes, about that. In some places we have fewer than that by a long way.

2667. Taking the case of these contractors, Messrs. Waterman have been employing a larger proportion of apprentices of late years, have they made any alteration of late years in their system?—For the three or four years that we have been dealing with the firm, and with the Members of Parliament for the town, in regard to this matter, I think it has been much about the same.

2668. I understand you made a complaint with regard to this matter through your Member of Parliament?—Yes; I understand it was made to the local Members for Devonport. We have likewise made it direct by a deputation before Mr. Goschen, the First Lord, this year.

2669. When was that?—20th January 1897.

2670. A month or so ago?—Yes.

2671. What did Mr. Goschen state in reply to the deputation?—As we understood his reply, he, as it were, relegated it to this Committee, that is, that we could bring the complaints before this Committee.

Sir *Charles Dilke.*

2672. Did he allude to the similar case on the Thames; the case of Penns, which was mentioned here?—That I think relates to the pattern makers.

2673. But was a similar case, was it not?—Yes, somewhat; and his reply to that was equally the same.

Mr. *Sydney Buxton.*

2674. Was this deputation a deputation from your society, or was it a general deputation from the engineering trade and the skilled trades?—It was a deputation from all the organised trades in the United Kingdom, of which our society forms part.

2675. Now, will you take the other case you wish to bring forward, what is the name of the

Mr. *Sydney Buxton*—continued.

the contractor in that case?—Messrs. Read of Portsmouth.

2676. Is that a similar case on all fours with the last one?—It is a similar case, only there are not quite so many apprentices employed there.

2677. Are Messrs. Read boat-builders?—Boat-builders and launch-builders.

2678. You say they are not quite so bad as Messrs. Waterman; that is to say, they do not employ quite so many apprentices in proportion?—My information is that they have 44 apprentices to eight journeyman; that is 5½ apprentices to one journeyman. Before passing from Messrs. Waterman's case, I should like to mention not only is there this enormous number of apprentices, but they pay a very small rate of wage to the apprentices; he commences in the first year at one shilling per week.

Sir *Charles Dilke.*

2679. At what age would that be?—They will be 14 or 15; in the second year the apprentice gets 1*s.* 6*d.*, the third year 2*s.*, the fourth year 2*s.* 6*d.*, the fifth year 3*s.*, the sixth year 4*s.*, and the seventh year 5*s.* In some cases I believe lately, the contractor doubled that, and he was paying some of the lads 10*s.* in their last year.

Mr. *Sydney Buxton.*

2680. When you get up to the men, the shipwrights themselves, do Messrs. Waterman pay them fair wages?—He pays them from 27*s.* to 30*s.* a week.

2681. And in the dockyard, what are they paid?—Thirty-three shillings to 34*s.* Besides that, at Waterman's they work 56 hours in the week, and at the dockyard only 48, so that makes a very great difference in the value per week. In comparison with this, I would like to give you the rates which the dockyard pays to its apprentices doing this boat-building work: in the first year they pay them 4*s.*; in the second year 6*s.*; the third year 8*s.*; the fourth year 10*s.*; the fifth year 12*s.*; and the sixth year 14*s.*

2682. Is there anything more you wish to add?—The firms such as the Tyne firms who are building war vessels for Her Majesty's Government, generally speaking (I will not say it is exactly the same in every case), pay their apprentices as follows: For the first year 6*s.*; the second year 7*s.*; the third year 9*s.*; the fourth year 10*s.*; the fifth year 12*s.*, and the sixth year 14*s.* There are others who pay a little more.

Sir *Charles Dilke.*

2683. Then Waterman's rate of wage to these apprentices before must have been almost incredibly below the current wage?—It is so ridiculously below it that we can hardly conceive how the other firms doing the same class of work in Birkenhead, on the Clyde, and in London, can compete with them at all.

2684. On the other hand, with so low a wage as that, you would imagine the work would be inferior, would you not?—It is not for me to say, of course, but I cannot understand how the work can be anything equal to what it ought to be under those circumstances, speaking as a practical man.

Sir *Charles Dilke*—continued.

Mr. *Sydney Buxton.*

2685. At all events, it gives these two firms an enormous advantage in competing with other firms for Government contracts?—A tremendous advantage.

2686. And tends, therefore, to lower the standard rate in that trade?—Certainly, because when the Government send out their contracts for this class of work, of course, the figures of these gentlemen are placed against the figures of those other firms who are employing properly qualified labour, and paying them the fair rate of wages. Ports like Liverpool and London pay 42*s.* a week.

Sir *William Arrol.*

2687. Is there some speciality about this firm that they can get these apprentices to work at such a low rate?—I can hardly tell you.

2688. Is it rather a school for educating them than anything else?—It is a perfect nursery; that is all we can say down there.

2689. Is it not the case that they get apprentices sometimes to pay premiums for the purpose of learning their trade?—Yes, we have some of that in large places, and in some of the small places too, such as the yacht yards at Southampton, but I am not aware that there is anything of that kind in this case.

2690. In the Government, do I understand you to say it is only one apprentice to eight journeymen?—One apprentice to 12 journeymen in Portsmouth.

2691. Surely it is impossible that with only one apprentice to 12 journeymen you can keep up the supply necessary?—At Devonport they have one to seven. There is no absolutely fixed number; it is debateable what is the exact number required, and we are prepared to go into that question because our trade is quite ready to take a fair proportion of lads who are serviceable, to learn the trade: but we could not be flooded with apprentices as we are in this case of Waterman's.

2692. You are aware that some firms prefer not to have any apprentices at all?—Yes.

2693. That is quite common?—No.

2694. Therefore, some firms must make up the number; there must be something specially good about this firm or they could not get these lads at this low wage; they must take special pains for educating those lads; or be capable of bringing them up specially well?—They have to serve their time after they get away over again.

2695. In some places lads will learn their trade better than in others; if, for instance, the master takes a personal interest in the lads and educates them in such a way as to give them an efficient education, even supposing the wages are small, that is where the privilege comes in?—I quite admit that that is so, but in this case you will see that the thing is so enormously out of proportion to all other cases that it could not be justified.

2696. I confess I do not believe in premium apprentices myself, but at the same time

Sir *William Arrol*—continued.

time there must be some speciality in regard to this firm when they can get lads at 12 and 14 to come and work for 1*s.* a week?—I believe it is because of the locality. There is not much other work for the lads in that district. But our contention is that this works most unfairly if you are competing for work with other firms who employ properly qualified labour and paying a fair rate to their apprentices.

2697. Do they get any piece-work over and above the wages?—I could not say whether they do or not.

2698. There must surely be some piece-work payment or something else, for otherwise it is impossible that the parents of these lads would let them remain there at 1*s.* a week?—Messrs. Read's of Portsmouth is not much better, though they are a little better than the Plymouth firm.

Chairman.

2699. I did not catch exactly what your representative character is here?—I am representative of the Associated Shipwrights' Society.

2700. Are you their general secretary?—I am the general secretary.

2701. Has your society any trade rules regulating its members, as to the number of apprentices they shall work with and so on?—In some cases we have district regulations; speaking generally, we have an understood arrangement with our employers in most of our districts. We are now in negotiation with the employers' federation which we hear so much about, with a view of having it made somewhat general.

2702. You have in some places a distinct rule laying it down that your members must work with a limited number of apprentices?—Yes, in some places that is so.

2703. Could you give the Committee any idea of what that number is?—One to five.

2704. Then, taking it generally, your society desire to limit the number of apprentices to one apprentice to five journeymen?—Yes.

2705. You are here to speak to what is called the Fair Wages Resolution, which was to secure the payment of wages generally accepted as current to competent workmen. In addition to that I understand you wish to enforce upon employers a certain limit as to the number of apprentices which they should be allowed to engage?—We wish to come (as we do in most of these matters) to a mutual arrangement with our employers. Employers may, in some cases, have more apprentices than in others, as Sir William Arrol has pointed out; but we can discuss the question with the employers, and come to a mutual arrangement as we generally do, and we expect to be able to do so on this question.

2706. Do you wish the Committee in addition to wages, in this matter to have regard also to the number of apprentices in proportion to the number of journeymen?—We do for this reason, that if a firm has an enormous number of apprentices, and is paying them as this firm is doing at such a low rate, we contend it cannot be complying with the Fair Wages Resolution.

2707. Government work is carefully inspected

Chairman—continued.

before it is paid for and accepted by the Government, is it not?—We expect so.

2708. Have you any reason to doubt it?—We cannot understand how this work can be turned out satisfactorily with such a number of lads upon it, who cannot be really efficient.

2709. But these boats, we may assume, are carefully inspected before they are accepted as fit for the public service?—I should expect so, but, of course, one boat might be a good deal rougher in its finishing than another boat done by expert workmen.

Sir *Charles Dilke.*

2710. And for anything you know a large proportion in the case of this firm may be refused?—For all we know.

2711. You are probably aware that there are very large percentages of refusals in the case of certain firms?—I have heard so, but it is most difficult for us to get exact information. I have been trying to get something definite, but we have not got the information desired.

Chairman.

2712. In reply to Sir Charles Dilke, I understand you simply say that there may be, but you do not know it of your own knowledge, that a considerable proportion of this work is rejected?—I could not say of my own knowledge.

2713. Are you aware that in the Government dockyards the conditions relating to apprentices are different, and their treatment is different from that in private yards; are you aware that the journeymen in the dockyards are paid so much a week for teaching the apprentices?—I am aware of that, but that is done not only in the dockyards but I believe it is done in some other firms.

2714. Therefore in addition to the wages in the dockyards, there is the expense of teaching them?—Yes.

2715. Then are you aware that in the dock yards there are special school facilities afforded for the technical education of youths who are serving their apprenticeship?—Yes, and we have the same outside, and our association is urging on all our likely lads to take advantage of the technical schools and evening classes.

2716. As a rule, private individuals do not have the same complete arrangements for educating apprentices as they have in the dockyards?—Unfortunately not.

2717. The circumstances of the two are not quite identical?—Except in some places. Some firms have their own arrangements whereby the lads are allowed to go through all the departments of our trade.

Mr. *Sydney Buxton.*

2718. In regard to one of the questions put to you by Sir Arthur Forwood, I understood you to mean that in the opinion of your society the conditions of employment, such as having this undue proportion of apprentices, would practically affect the rate of wages, and, therefore, would come under the Fair Wages Resolution of the House of Commons?—Certainly, that is our distinct opinion.

2719. Let

Mr. *Sydney Buxton*—continued.

2719. Let me ask you one general question which I have put to other witnesses: do you think it would be advantageous in regard to this matter if there were some recognised department to whom the different trade societies and others could go when they had to make complaints; for instance, I have suggested the Labour Department of the Board of Trade; do you think it would be advantageous to have some recognised authority of that sort?—Judging from my experience as representing the workmen and meeting the employers and workmen in arranging these difficulties, I think that would be very valuable indeed, because if we had some such person as a representative from the Labour Department, the complaint could be investigated without any disparagement to the contractor, or to the Government if need be, and the whole facts got at within a short space of time. Just now we have complained to the Admiralty on a number of things; and of course we simply get an acknowledgement, and in many cases it goes no further.

2720. You mean you would then get the matter decided with greater rapidity, and greater practical knowledge of the circumstances?—Yes, with greater rapidity.

Mr. Banbury.

2721. What would the Board of Trade know about the work which the Admiralty has to do?—It is not a question of what the Board of Trade would know; it is a question of having men who have a knowledge of administration, before whom the party making the complaint would put the facts, and the contractors or the Admiralty, as the case might be, would put their side of the case equally before them, and the question would come to a termination more quickly than at the present time.

2722. Why should the Board of Trade be better judges than the Admiralty; do you mean to say that you do not think that the Admiralty are not fair judges upon the point?—I do not say that. The Admiralty do not know about these things; I would be quite satisfied with some Committee of the same description from the Admiralty, consisting of two or three men whom we generally have to deal with matters of this kind. But at the present time we write to the Secretary of the Admiralty and it goes backwards and forwards from the Secretary to the head of the Department, and months elapse before anything is heard of it.

Mr. *Banbury*—continued.

Sir *William Arrol.*

2723. You are the representative of the Carpenters' Association?—That is the old name of our trade.

2724. You say you allow one apprentice for five journeymen?—We do not put it in that way.

2725. That is the rule of your society, as I understand?—No, we do not say that we have laid that down as a hard-and-fast arrangement. In some places it is so.

2726. It is limited to a certain number?—It is arranged with the employers in some places. That is what we desire, and we are endeavouring to arrange that or some other limit.

2727. How many children would a journeymen have on an average?—I could not answer that question.

2728. You say one apprentice to five journeymen; what trade do you wish to send the boys of the five journeymen to, if you will not allow them to go to their father's trade; what other trade will take them in?—My answer to that is this: that we, as a trade, are willing to take our fair share of the lads in the country who are eligible within given ages to learn a skilled trade.

2729. You only take one in five?—But if a certain proportion has been arranged with employers, and has been considered equitable by some trades, then we say it must be equitable to all, and meets the necessities of the country.

Mr. WILLIAM SHARROCKS, called in; and Examined.

Mr. *Sydney Buxton.*

2730. WHAT society are you representing here?—The Boiler Makers and Iron and Steel Shipbuilders.

2731. Are you the secretary of that association?—I am the representative for South Staffordshire of the Boiler Makers' Society.

2732. I understand you wish to make a complaint with regard to Messrs. Danks, of Oldbury?—Yes.

2733. Will you state, just shortly, the nature of the complaint?—Shall I read the letter?

2734. It will be sufficient, I think, if you will state the nature of the complaint in your own words shortly; I understand it is a complaint with regards to boilers which Mr. Danks is making for the War Office?—Yes.

2735. Will you state the nature of the complaint in your own language?—Our complaint is that Mr. Danks is an unfair employer, and that in making these boilers he is not paying the rate of wages that is current in the district. I have got the rate here from the employers themselves, from Stoke-on-Trent to Birmingham. I reported this case to the War Office; they sent me back a form and told me to get the wages paid to the men working in the shop. I accordingly got two of our men to go round and make inquiries from men working in the shop, and I have a declaration from those men that the firm did not pay the standard rate; 30*s.* is the standard rate in the Staffordshire district for rivetters (we have different rates in different districts); 36*s.* is the standard rate for platers: 38*s.* for angle-iron smiths, and 25*s.* for holders-up.

Mr. *Sydney Buxton*—continued.

2736. What are Messrs. Danks paying in regard to these four classes of labour?—From 22*s.* to 26*s.* a week.

2737. Is that to rivetters?—Yes.

2738. Instead

Mr. *Sydney Buxton*—continued.

2738. Instead of 30*s.* a week?—Yes. They pay the holders-up from 18*s.* to 21*s.*

2739. Instead of 25*s.*?—Yes.

2740. What do they pay the angle-iron smiths?—From 30*s.* to 36*s.*

2741. Instead of 38*s.*?—Yes.

2742. You spoke of the "current rate"; have you any recognised agreement between masters and men with regard to that?—Yes, here are the rates signed to by the firms themselves (*handing a paper to the honourable Member*).

2743. This document which you have handed in is headed: "Boiler Makers, Iron and Steel Ship Builders' Society, Staffordshire District and surrounding towns," and then there are particulars as to the hours to be worked and the wages paid for different classes of work, that is signed by "*William Richards*, District Chairman," and so on; that is what the employers themselves recognise as the fair rate?—Yes.

2744. And that is what they pay?—Yes.

2745. It is stated here that the rate for angle-iron smiths is 38*s.* to 40*s.*; platers, 36*s.* to 38*s.*; rivetters, 30*s.* to 32*s.*; and holders-up, 25*s.*?—Yes.

2746. Those are the rates practically paid in the Staffordshire district by the employers?—By the fair employers.

2747. By the bulk of the employers?—Yes.

2748. By all the large employers, or nearly all?—Yes.

2749. You say you complained to the War Office in respect of this matter; was any action taken by them?—I might say that I got an introduction to the War Office a short time ago, when I was in London, and a gentleman at the War Office said that this firm should do no more until they were satisfied that they conformed to these rates.

2750. That was about what date, Wednesday, 20th January 1897, roughly?—About six weeks ago, I should think.

2751. Then as regards this particular matter, we may take it that the probabilities are that the War Office will take action with regard to it, you having now brought it to their attention?—I am in hopes so.

2752. I understand that the printed form you have handed in is the rates that the masters themselves, by their signatures, have agreed amongst themselves to pay?—Yes.

2753. I understand you have also a similar list of the rates in the Manchester district?—Yes.

2754. Will you hand that in also?—Yes. (*The same was handed in.*)

2755. Have you anything to add with regard to this case of Mr. Danks?—I have only to add that he is a most unscrupulous employer, and is causing discord between us and the fair employers by getting this work from the Government.

2756. Have you any other case you want to bring before the Committee?—Yes. I wish to bring before the Committee a case with regard to two more firms doing bridge work and girder work.

2757. Will you just state the nature of the complaint; is it similar practically to the other?—It is in regard to bridge and girder work. Of course bridge and girder work, and boiler making, and shipbuilding, is all in our line.

Mr. *Sydney Buxton*—continued

2758. Who are the contractors, and where do they live?—Messrs. Cochrane is one, of Brierly Hill, near Dudley.

2759. For what Department are they building?—For the India Office.

2760. I suppose the nature of your complaint in this case is something similar to that in the case of Messrs. Danks, that they are not paying the recognised rates?—Yes.

2761. Have you made any complaint to the India Office?—Yes.

2762. Will you just state the nature of your complaint?—I wrote to Sir George Russell, when he was Under Secretary of State for India. I also interviewed him, and Sir Henry Fowler, when he was Secretary of State for India; that was after Sir George Russell was transferred to the Home Office.

2763. What was the upshot of your complaint; did the India Office take any action with regard to it?—They told me that this question should be gone into, and that they would not countenance these contractors doing any more work, and that I had better write to Mr. Parker, the Director General of Stores. I wrote to Mr. Parker, calling his attention to these two firms, Messrs. Cochrane and the Horsehay Company, and he said they had not got any work on hand.

2764. So far as you know no action has been taken with regard to the matter?—It has gone from bad to worse. When I got this letter from Mr. Parker the employers were complaining about these two firms, and their paying 20 per cent. less than the fair employers in work in the district. One of our largest employers, the manager at the Horseley Company, Horsley, said to me that if the Government give these people this work, and if we did not take some action to stop it, they will have to reduce the men's wages on account of having to compete with these two firms.

2765. Is it a big contract which they have got at present?—I cannot tell you the nature of it, because they are very guarded in letting out any evidence with regard to the matter.

2766. But this firm still have a contract from the India Office running now?—Yes.

2767. Have you anything to add with regard to this case?—There are three firms I would call attention to: Messrs. Cochrane of Dudley, the Horsehay Company of Salop, and Messrs. Braithwaite and Kirk of West Bromwich.

2768. Are the cases all of the same nature?—Yes.

2769. Though you have made representation to the India Office with regard to this matter, I understand you have had no satisfaction from your point of view?—I have had a communication from them; they were going to prevent their paying those low rates and stop them, but there was a change of Government and nothing has been done.

Sir *William Arrol.*

2770. What was the nature of the complaint against these firms?—Instead of paying 36*s.* per week, as is the case with Horseley, and Old Park Company,

Sir *William Arrol*—continued.

Company, and Keays and Ruberys, they only pay from 24*s.* to 30*s.* a week for platers.

2771. Is this all Government work?—Yes.

2772. Do you complain about the rivetters as well?—Yes; and the angle-iron smiths.

2773. You complain that they are paying them all too low. The first firm you referred to in the case of the War Office were boiler makers?—Yes.

2774. How many men do they employ usually. You give the rate of wages as 38*s.* a week, but you do not say whether that is the highest or whether it is the standard rate of wages for angle-iron smiths?—In this district, from the north to the south of Staffordshire, 38*s.* is the standard for angle-iron smiths.

2775. I understood the first case you complained about was Messrs. Danks; what class of boilers do they make?—Lancashire and Cornish boilers.

2776. There is very little angle-iron smith work about those boilers, is there not?—I have been brought up amongst it, and I think I have a pretty good idea of the number of men required.

2777. There can be very few angle-iron smiths employed on Lancashire and Cornish boilers?—Mr. Danks ought to employ 10 angle-iron smiths at the very least for the amount of work that he turns out.

2778. You do not object to machine-rivetted work, do you. These boilers are all rivetted by machine, are they not; there is little hand labour in them?—At the back and front ends, and the gussets.

2779. There can be only a few hand rivetters employed, the rest is all machine?—The machine work belongs to our society, and is done all over the country by our society men; I do not object to machine work

2780. What do you pay for machine work?—We pay more for working a machine than for hand labour.

2781. You control the machine as well as the hand labour?—Yes.

2782. You say the rate is 38*s.* a week for angle-iron smiths; you insist upon that?—Yes, in Staffordshire; but they are paid more than that; that is the minimum in Staffordshire.

Mr. *Banbury.*

2783. Do you say that the firms you complain of do not pay the same wages as the fair houses?—Yes.

2784. By fair houses, do you mean the houses that pay the trades union rate of wages?—Yes.

Chairman.

2785. Have you any idea of the number of men employed altogether by Messrs. Danks at Oldbury; is it a large establishment?—He only makes boilers; it is nothing in comparison with Tangye's; Tangye employs more thousands than he does hundreds; I should say altogether he would employ 150 to 200, all told.

2786. I gather, you were not able to obtain from the workmen employed at Messrs. Danks information as to the wages they are receiving, and you had to send two of your men in to practically find it out?—I had got some evidence

Chairman—continued.

and information previous to our two men going in, but I could not get those men to go and swear to an affidavit.

2787. Then, these 150 men who are working at Messrs. Danks have not apparently assisted you much in getting up this case?—Pardon me, I do not complain as to all the 150; but out of that there should be a matter of 50 boiler makers who should get the current rates.

2788. Fifty boiler makers were going on accepting the wages that Messrs. Danks offered without complaining to you?—Yes, for the simple reason that we have had several men who have joined our society, and as soon as he knew they had joined, he discharged them. I have a letter here from a manager of the firm, and a letter from a man who worked there.

Sir *Charles Dilke.*

2789. Did the man when he was manager admit that men had been discharged because they had joined the Union?—I did not write to the manager upon that question.

2790. You mentioned his letter immediately after referring to that point, so I thought it might relate to it?—I got a letter which the men wrote saying they had been discharged.

2791. Did the firm admit it?—They have not denied it when I made any complaint.

2792. The complaint has been made, has it?—I did not write to the War Office about these men being discharged, but to the officials of the Birmingham Corporation. Messrs. Danks admitted that the men had been discharged, but they would reinstate them again.

Chairman.

2793. Before leaving the question of Messrs. Danks, you made the statement that they were unscrupulous employers; what you meant by that, I presume, was as regard wages?—And other things such as contemptible actions towards the workmen.

2794. You have a complaint against Messrs. Cochrane's; are they very large people for their particular class of work?—Not half so large as Horseley's.

2795. Are they large people?—No, I think it is one of the smallest firms in Staffordshire.

2796. There is considerable competition for contracts for the construction of bridges and girder work in this country, is there not?—Yes.

2797. Are you aware that a very large tonnage of railway bridges and girder work is produced in Belgium?—I am not.

2798. Then if it were the case that a large quantity is produced in Belgium, would you rather the makers arranged to pay a lower rate of wages, or let the work go to Belgium?—I would rather it goes to Belgium, because at present it is upsetting fair employers, and sowing seeds of discord.

Mr. *Sydney Buxton.*

2799. The House of Commons having passed the Resolution that a fair rate of wages should be paid by Government contractors, that question, important as it may be, does not arise in

Mr. *Sydney Buxton*—continued.

connection with this Inquiry, does it?—The Government Fair Wages Resolution, I take it, has been violated by giving these firms work.

2800. I just want to ask one question as regards Messrs. Danks; Messrs. Danks live at Oldbury, do they not?—Yes.

2801. Your contention, as I understand, is that that is within the Staffordshire district rate?—Yes.

2802. You have a rate throughout the Staffordshire district?—Yes.

2803. I understand that one of the contentions of Messrs. Danks to the War Office was that they were a district of their own, and therefore the Staffordshire rate did not apply to them; have you anything to say in reply to that?—That is their defence; I am taking firms from Stoke to Birmingham, and that covers it.

2804. Your answer I take to be this, that in the length and breadth of Staffordshire you find the bulk of the firms recognise the rate in the document which you have put in, and pay it?—That is so.

2805. Therefore, there is and can be no such district rate as Mr. Danks claims as the Oldbury rate, though there is a district rate applying to Staffordshire?—Yes, we claim it for all that district. Of course, in the Manchester district there is another rate, and round Manchester and Bolton and Oldham they have 4*s.* a week more.

2806. You stated the district rate for Staffordshire; is that a district created or defined by the employers themselves or by the unions?—The fair employers and the unions from North of Staffordshire to Birmingham. The rates you have got there are copied from Tangye's and Watts' and the other firms in North and South Staffordshire.

2807. Is that particular district, as defined by you, one which has been, as it were, created by the employers themselves, who have agreed in that district to pay this rate, or is the district created by the unions who have stated that the rate ought to be such-and-such an amount in the district. I want to know how the geographical district arose?—I could not say how it arose, but ever since I have been there the firms have recognised this rate.

2808. Has it come by custom?—Yes; it is recognised by the employers that the Staffordshire rate shall rule the whole of that district.

Mr. *Sydney Buxton*—continued.

2809. I understand you have a resolution which you wish to put in?—Yes; it is a resolution which I think would do away with sweaters and unfair employers.

2810. Will you read the resolution which you wish to lay before the Committee. As I understand it is a suggested amendment of the present fair wages form of contract?—I think if this resolution was in the place of the other it would prevent employers getting outside a town with certain rates and then saying that they were not within the town and therefore not within the rates.

2811. Where does this resolution come from?—From my Staffordshire district.

2812. And you are authorised to read it?—Yes.

2813. Will you read it?—"That any contractor or contractors estimating or tendering for Government work, must pay or cause to be paid to the whole of his, or their workmen, such rate of wages and observe such hours of labour as are recognised by the Workmen's Trade Union."

Sir *Charles Dilke.*

2814. You have left out in that resolution the words "in the district"?—Yes, because that is what we have the difficulties with Messrs. Danks about under the present resolution.

2815. Do you mean you would have the same rate all over the country?—No.

2816. Then you do not get over the difficulty by leaving out the words "in the district"?—I put in the words "trade union rate."

2817. That must mean in the district?—In Staffordshire; a man could not say then that he was not in Birmingham, for instance, and therefore not within the rate.

Mr. *Sydney Buxton.*

2818. What do you mean by the trade union rate?—The rate for that district.

2819. Would you accept this definition of the trade union rate in regard to this matter; namely, not necessarily the rate which the men in that particular employment would wish to receive, but the rate at which the different societies will allow their men to accept work?—We only allow our men to accept work upon the current rate of wages recognised between the fair employers and our men in that district.

Mr. JOHN HENRY LEAN, called in; and Examined.

Mr. *Sydney Buxton.*

2820. WHAT are you representing here?—I represent the Leeds District Committee of the Amalgamated Society of Engineers, and I have to make a complaint with regard to Tannett and Walker, hydraulic engineers, of Leeds, being an unfair shop, on four counts.

2821. Messrs. Tannett and Walker are doing work for what department?—The coal tips and hydraulic cranes in the dockyards in a great measure.

2822. That is under the Admiralty?—Yes.

2823. Have they been having this contract long?—Yes, a good time.

Sir *Charles Dilke.*

2824. You say you complain on four counts?—Yes, I will give a general statement of the four counts. They are simply these: the first one is that the firm does not pay the district rates within several shillings per week on this contract work; the second count is that they do not pay the proper overtime rates; thirdly, that they put labourers to do skilled work, and they not only do skilled work in the workshop, but they actually go to the dockyard and fix these tips. Having been out once or twice with skilled workmen they become what are called handy men, and are sent out by this firm to take whole

and

Sir *Charles Dilke*—continued.

and sole charge of that work, which we consider unfair. The fourth count is the discharging of our members for belonging to our society.

Mr. *Sydney Buxton.*

2825. What complaint have you made in regard to this matter?—We have made none except to our general council, who I am informed have had the matter in hand.

2826. You do not know whether representations have been made to the Department about it?—I do not think so; our council informs me that they have made these complaints as regards other shops, and they did not come off very satisfactorily.

2827. You mean that having made other complaints against similar breaches (in their

Mr. *Sydney Buxton*—continued.

opinion) of the Resolution, and not having received satisfaction or attention from the Admiralty, they did not think this was a case in which it was worth moving as regards themselves?—Yes.

2828. Are you therefore giving evidence to us here not so much in regard to this particular Resolution, but to the point that under present circumstances you do not think you get sufficient consideration?—I cannot say anything about that, because it has been entirely in the hands of our council with regard to approaching the Government and that kind of thing; I have been sent from Leeds to come and give you the facts of the case so far as this firm is concerned. Mr. Barnes, our general secretary is here, and no doubt he could give a better explanation than myself about the point you have referred to.

Mr. E. R. BARNES, called in; and Examined.

Mr. *Sydney Buxton.*

2829. YOU are secretary of the Amalgamated Society of Engineers?—Yes.

2830. We have had some evidence, not only from Mr. Lean, but with regard to other cases, in which it has been stated that the local branches of your union have sent complaints up to the central body, and that so far as they knew the central body have not taken action in regard to those particular cases; in other cases they have taken action, but in some cases apparently they have not. Can you give us the reason why no action has been taken; I mean by active communication with the Department?—It is simply because we have communicated with the Department in respect of other firms and no satisfactory result has ensued; therefore it seemed to us to be a waste of time to write to the Department in regard to these cases from Leeds and elsewhere, as we thought this Committee would be the better method of making the case known and ventilating our grievance.

2831. You practically postponed taking action with the view of laying the case before the Committee, thinking that would be the best way of drawing public attention to the matter?—That is so.

Mr. *Sydney Buxton*—continued.

2832. Have you any suggestion to make from your society as to any better mode which might be adopted in carrying out the Fair Wages Resolution. I mean in regard to a more expeditious way of looking into the grievances and remedying them when they are found to exist?—So far as we are concerned, we should be quite content if the matter was left in the hands of the Board of Trade, or some officials of the Board of Trade, say a standing Committee or something of that sort. We should have confidence in the Board of Trade as an impartial authority, and if that Committee was set up we should at once make our complaint to them. We think there are practical men there, who would investigate the matter. We suggest that as an alternative to the Department concerned, having regard to the experience that complaints to the Department have not been attended to.

Chairman.

2833. You think the Board of Trade would be a better Department to decide these things than the Department with its skilled officers who give out the contract?—I should think so, because it is likely to be more impartial.

Mr. WILLIAM MOSSES, called in; and Examined.

Mr. *Sydney Buxton.*

2834. WHAT association are you representing here?—The Pattern Makers.

2835. I understand your complaint is with regard to some firms of which we have already heard something, Messrs. Penns, Humphry's and Tennant, and Maudslay Sons and Field?—Yes.

2836. The Department concerned is the Admiralty?—Yes.

2837. Will you just state shortly the nature of your complaint?—Our complaint is that those three firms, who are extensive Government contractors, do not pay the rate of wages that is recognised as current in the trade; they pay less

Mr. *Sydney Buxton*—continued.

than the standard rate, and as a consequence none of our members, nor any trade unionists, are employed there.

2838. What do you consider the standard rate in the London district?—At the present time it is two guineas.

2839. Is that paid by other large firms?—It is paid by some 300 engineering firms in London.

2840. Including some of the largest?—Including the largest.

2841. What do you call the largest?—I would say that the Thames, Limited, is the largest.

2842. And they pay it?—Yes.

Mr. *Sydney Buxton*—continued.

2843. And Yarrows'?—Yes.

2844. Substantially, with the exception of those firms, you would say it is paid by all employers of pattern makers?—Yes; there are five firms out of the 300 who do not pay it, and three of the five are the firms we complain of.

2845. Would you give, roughly, the number of pattern makers employed by those five firms as compared with the number of pattern makers employed in London?—Roughly, there are about 700 pattern makers in London, and there would be about 30 to 40 employed by these five firms.

2846. The others being employed, or the vast bulk of them being employed, by firms which recognise the current rate?—Yes.

2847. Therefore your argument, I take it, to the Committee would be that there is a current rate which is recognised by other employers, and therefore these firms ought to comply with it?—That is so.

2848. You have had a great deal of correspondence with the Admiralty in regard to the matter; will you state what has occurred; when was your first letter or communication to them?—The first approach we made to the Admiralty was on the 13th December 1893, and as the result of negotiations with the Admiralty on the 8th March 1894, they wrote to the three firms stating that they had ascertained that the rate of wages that we said was current really was current, and asking those three firms to pay that rate to their pattern makers.

2849. That was in March?—The 8th March 1894. The Admiralty acknowledged our rate, and requested these firms to pay it to their pattern makers. I have the copies of the letters here.

2850. You have given the substance of it?—Yes.

2851. What happened then?—On the 4th October, as the result, I suppose, of negotiations between the firms and the Admiralty, the Admiralty sent to those three firms and countermanded their previous communication, and said they were convinced that the current rate of wages was not as we had stated and as they had acknowledged, and saying that the fact of their paying less than that rate did not constitute any violation of the House of Commons Resolution of 1891. Matters have remained in that position since.

2852. That is the letter of 4th October?—Yes.

2853. I think the Admiralty stated in that letter, which was written to each of these firms, "That the further particulars obtained since the date of that letter have satisfied their Lordships that, though 40*s*. is the current rate of wages to pattern makers in most of the firms in the London district, yet none of these appear to be firms strictly comparable with you as regards the nature of your business"?—Yes.

2854. Do you admit that?—We did not admit it.

2855. Did you admit that the nature of these firms work was not comparable to that of the three firms, in question?—There is no difference whatever in the rate of wages paid to pattern makers engaged upon different classes of work.

Mr. *Sydney Buxton*—continued.

2856. You deny this allegation?—Yes, there is no such thing in the whole kingdom.

2857. What happened after October 1894 in regard to the Admiralty?—In May 1894 Sir John Hibbert, in reply to a deputation from the Parliamentary Committee of the Trades Union Congress, stated that the Admiralty had required those three firms to pay their pattern makers the standard rate of wages. Of course that has not been done. After the letter of the 4th October 1894 from the Admiralty, we have been negotiating with them, and deputationising and working in various ways, but we are just as far away now as ever.

2858. That is to say they do not pay what you consider the recognised rate?—They do not pay it.

2859. Your experience of the departmental idea of carrying out the Fair Wages Resolution has not been very satisfactory?—It has not.

2860. Have you anything further to add on this case?—No, I think that is the gist of our complaint.

2861. Have you any agreement, in the case of the pattern makers in the London district, with the employers generally?—No, we have no agreement.

2862. But as a matter of fact they pay this rate?—As a matter of fact they pay it. That is the minimum rate of pay; in a good many instances they pay a good deal more, but two guineas is the minimum rate.

Chairman.

2863. Many years ago the bulk of the Admiralty engine work was done in London, was it not?—That is so, I believe.

2864. For some years past a large amount of the engines required for our war vessels have been constructed on the Clyde, at Newcastle, and elsewhere?—That is so.

2865. With regard to the rate of wages for pattern makers outside London, say on the Tyne or on the Clyde, does it differ fromt he London rate?—Yes.

2866. Is it lower or higher?—Rather lower.

2867. Then, manufacturing engineers on the Tyne or the Clyde are at an advantage with regard to the wages paid to pattern makers as compared with those on the Thames?—Slightly.

2868. There being this difference in wages, if you require an engineer in London to pay these full wages, how would you have them compete for the construction of engines with the people on the Tyne or on the Clyde?—The difference in wages to the pattern makers will not make very much difference. On the Clyde we have a minimim rate of 8¼*d*., that is, 37*s*. a week. The difference between 37*s*. and 42*s*. is not so great as to be responsible for the removal of the engineering work there.

2869. That amounts to about 20 per cent.?—But you must understand that the pattern makers are an exceedingly small section of the engineering trade.

2870. Quite so, but we may assume that the rate of wages for other trades on the Tyne and the Clyde are also less than they are in London?—Yes, that may be so.

2871. Therefore

Chairman—continued.

2871. Therefore, you would not simply request that the pattern makers in all these works should obtain the London rate of wages without considering also the engineers and boiler makers and workers in iron?—We are not asking for the London rate of wages for the pattern makers in other parts.

2872. No; but I understand you are representing to the Committee that these firms do not pay the London standard rate of wages?—They do not pay the London rate of wages.

2873. And you wish the Admiralty to insist that they should do so?—That is so.

2874. Then, if the Admiralty insisted they should do so in regard to the pattern makers it would be reasonable that they should do so in regard to the other trades concerned in the construction of an engine?—Yes, I would say so.

2875. Therefore, if the London rate was 20 per cent. in the case of the pattern makers there would very probably be a large percentage of advance in other trades over the Tyne and Clyde?—That is quite possible, but other firms do it; why not these three?

2876. They would then have to pay a considerable advance on the labour compared with both the Tyne and the Clyde?—Yes.

2877. You say other firms do it; are there any other firms besides Penn's, Maudslay's, and Humphrys and Tennant in London who make the class of engine which the Admiralty require?—Yes.

2878. Large engines for cruisers?—Yes, the Thames, Limited, do; Brotherhood's do, to a small extent.

2879. Do Brotherhood's ever make an engine of 10,000 or 15,000 indicated horse-power?—Perhaps not so large as that, but the Thames, Limited, have.

Chairman—continued.

2880. Any other besides the Thames, Limited?—Yarrow's and Thorneycroft's make smaller engines.

2881. They make torpedo-boat engines?—Yes; and engines for torpedo destroyers.

2882. That is quite a small description of engine as compared with the class of work required by large cruisers and battleships?—That is so.

2883. Therefore, except the Thames, Limited, Penn's, Maudslay's, and Humphry's are the only firms who make battleship engines?—Yes, but I never heard of Humphrys and Tennant making battleship engines; not recently, at any rate. It is a very small class of engine that they make; they are more in competition with Brotherhood's.

2884. Are you aware that they made the engines for the "Gibraltar" and the "Nile"?—How long ago would that be?

2885. Seven or eight years ago?—They have not done any big work lately.

2886. You are not aware that they had the bulk of the Admiralty large work seven or eight years ago?—No, I did not know that.

2887. You do not agree with the Admiralty in looking upon these firms which make the large engines as not being comparable with the other general trade?—We do not agree with the Admiralty. There is not such a custom throughout the kingdom.

Mr. *Sydney Buxton.*

2888. I understand you to say that other firms do pay, and are able to pay, this recognised rate, and that, therefore, there is no reason why these three firms in question should not do so?—Yes, that is really our contention.

2889. You object to a Government contract being made the means of keeping down the rate of wages for a particular class of labour?—Yes.

Miss Marian Barry, called in; and Examined.

Sir *Charles Dilke.*

2890. You are Secretary of the East End Tailoresses and of the Pimlico Tailoresses' Association?—Yes.

2891. Are you acquainted with the complaints coming under the Fair Wages Resolution concerning women's wages paid by the London firms having Government contracts?—Yes.

2892. Will you mention some of the firms of which you have heard complaints?—I have heard that none of the firms who have these Government contracts are paying a fair rate of wages; although some are paying better rates of wages than others. The firms I have heard most complained about were Hollington's, Hebbert's, Myers', and Compton's.

2893. What Departments are concerned in the contracts which these firms do?—The War Office, the Post Office, and the Home Office?

2894. The Home Office contract being, I suppose, in regard to the Metropolitan Police clothing?—Yes.

2895. When you say that none of the firms doing contract work for the Government, and employing women labour in London in tailoring, pay what you consider the fair rate contemplated

Sir *Charles Dilke*—continued.

by the Resolution of the House of Commons, I suppose you allude to the log?—Yes.

2896. Which was some years ago agreed between the employers and the employed as regards tailoring?—Yes.

2897. Do many firms pay the log?—Yes, there are a large number in London; I should say that something like seven-eighths of the best firms in London pay this log.

2898. But none of the firms doing Government contract work pay the log?—No.

2899. Failing the log, I understand you to allege that even if that were yielded there is a great discrepancy between the rates paid by the firms who do get the contract work?—Yes, rather; I have a list of the rates paid by the firms, which I can give you. If you like, I will read them.

2900. Perhaps you had better read some of the principal items, and then put them in?—Yes.

Mr. *Sydney Buxton.*

2901. Would you just explain what you mean by the log?—This is the uniform time log that

Mr. *Sydney Buxton*—continued.

was drawn up in 1891 by the Amalgamated Society of Tailors and agreed to by the Master Tailors' Association of London (*handing a book to the honourable Member*).

Sir *Charles Dilke.*

2902. Will you tell us the prices paid by some of these firms which you have heard complained of, and compare them with the log and with one another?—In Hebbert's they are making what is termed first-class postmen's serge blouses. The machinist will get 5*d.* for machining the whole thing; the baisters (that is the one that puts the tacks in, or baists with white cotton) gets 4½*d.*; for that 4½*d.* she has to baist or tack the cuffs, which is extra; then for felling, that is, plain sewing, she gets 1½*d.*; for pressing (two men are employed to press, or two women, as the case may be), there is 1½*d.* given; then the under-presser gets ½*d.* and the presser-off 1*d.*; for buttonholes the woman gets 1½*d.*; the man that views the garment gets 1*d.*, the girl who pulls out the baisting thread gets ¼*d.*, and another woman who puts in the buttons gets ½*d.*

2903. That is Hebbert's?—Yes.

2904. They do a large amount of Government work, I believe?—Yes.

2905. Could you give us the total (without going into so much detail) paid at Hebbert's and by the other firms doing contract work and under the log, so that we may compare them?—For that sort of garment, for a first-class postman's serge blouse, they would pay at Hebbert's 1*s.* 6*d.* At Myers's (which is a place directly on the opposite side of the road to Hebbert's, in the Bethnal Green-road) they pay 1*s.* 9*d.* for that sort of garment.

2906. Do they do the same sort of work for the Government?—Yes.

Mr. *Sydney Buxton.*

2907. What would be the log price?—The Livery Log, which would be the log applying to this sort of work, would pay 31 hours, at 6*d.* per hour.

2908. For this same work, which you quoted at 1*s.* 6*d.* and 1*s.* 9*d.*?—Yes.

2909. Do you mean 15*s.* as against 1*s.* 9*d.*?—Yes.

Sir *Charles Dilke.*

2910. It being evident that there is an enormous discrepancy between the Livery Log and what is paid under the Government contracts, you wish to fall back upon the second line, as I understand, and to say that even if the log is unattainable in such cases, some of these firms pay very much worse than what you consider the current rate, even among contract-doing firms for contract work?—Yes.

2911. Was there an attempt at one time to set up a contract log?—There was, on the part of the Amalgamated Society of Tailors; we really drew out a contract log; it was three or four years ago. I have not that log with me now, but I know that it was a weekly log, and for women there were three classes of payment: a first-class tailoress would be paid according to the log 24*s.* a week; a second-class tailoress, according to the log, would be paid 18*s.* a week; and a third-class tailoress or a plain sewer would be paid 14*s.* a week.

2912. Can you tell us at all what tailoresses of those classes would be earning, in your opinion, in a house like Hebbert's now?—One tailoress, who said she was a very good tailoress, and I believe she is (she has worked there for years, and knows the work pretty well) told me some time ago that she can earn 2*s.* 1*d.* a day, or from that to 2*s.* 3*d.*

2913. For six days in the week?—Yes.

2914. Working how many hours?—From eight in the morning till eight at night.

2915. Each day?—No, on Saturday they leave off at one; at Hebbert's they employ a number of Jews and Jewesses, and the Jewesses of course do not work on Saturday. A worker under that firm told me that the girls who do not come in on Saturday will take work away on Friday night, and work in their homes on this contract work on the Sunday and bring it done to the firm on the Monday morning.

Mr. *Sydney Buxton.*

2916. I understand you to say that a woman who was a fair worker in Messrs. Hebbert's would be earning about 13*s.* a week; under the contract log you spoke of, would she come under the 24*s.* or 18*s.* class?—The 24*s.* class.

Mr. *Austin.*

2917. She would work 60 hours a week, according to what you tell us?—Yes.

2918. When you say from 8 a.m. to 8 p.m., what interval is taken out of that?—An hour for dinner and half an hour for tea, an hour and a-half a day.

Sir *Charles Dilke.*

2919. Would it, in your opinion, be possible to secure more uniformity among the firms, with the view of bringing the worst of those who do contract work up to the level of the best who do contract work; would it be possible for the offices to agree and lay down a log for contract work?—I think so. For instance, one firm I named, Compton's, do not pay the log price, but they pay very fairly.

2920. They do an enormous amount of work both for the Government and for local authorities, do they not?—Yes; I have Compton's log here.

2921. Compton's are the firm who do practically the whole of the local authority work of London?—Yes, I think they do.

2922. And a great deal of work for the Government also?—Yes.

2923. They are looked upon, I believe, as fair by the local authorities for this class of work?—If you please, shall I read the prices they pay?

2924. Yes; I should like to compare them with those of a firm like Hebbert's?—Compton's do not pay piece-work; they pay their workers a weekly wage. A first-class buttonhole hand gets 27*s.* a week, and a second-class buttonhole hand will get 17*s.* a week. A first-class machinist gets 23*s.* a week and a second-class machinist 1*l.* Then, there is the third-class machinist, that is the

Sir *Charles Dilke*—continued.

the machinist who runs up the plain seams on a machine; she gets 14*s.* a week.

2925. Will you compare that with the similar figures at Hebbert's, for example?—Yes; the machinist at Hebbert's is paid piece-work; of course it varies according to the garment, but a machinist at Hebbert's would earn from 15*s.* at the highest a week.

2926. Against 23*s.*?—Against 23*s.*

2927. Is there that sort of comparison all the way through?—Yes.

Mr. *Sydney Buxton.*

2928. How do you get these comparative figures which you have given; what authority have you for them?—I get them from the workers themselves.

Mr. *Austin.*

2929. You said 15*s.* was the highest a machinist would earn at Hebbert's?—Yes.

2930. Would yon give the lowest?—I have not the lowest down here, but I know there are machinists working there at 7*s.* and 8*s.* a week.

Sir *Charles Dilke.*

2931. Are there any deductions or fines off that or is that practically what they earn?—That is what they earn, but there are deductions; they have to buy their own cottons: the firm supplies it to them but stops it at the end of the week.

2932. It having been given in evidence before this Committee that the Office of Works has a contract log for their class of building work you think a similar principle might be applied to the tailoring work in London for the departments, so that they should have a contract log of their own?—Yes, I think so.

2933. Has it come to your notice at all that the firms paying the inferior rate turn out bad work for the Government?—Yes, to take Hebbert's, for instance: I got it from the workers there that there were 2,000 garments rejected, I believe, from the Pimlico Clothing Stores; 2,000 kersey jackets.

2934. Was that recently?—I could not tell you the date, but it was quite recently.

2935. That we shall be able to get from the Director of Army Clothing, who will be here; we can ask him about that, but you have heard instances of tailoring firms paying the inferior rate having a large proportion of their stuff refused by the Government from time to time?—Yes.

2936. Would you give the names of any other firms who are paying what you consider a proper rate of wage, though short of the log; you say seven-eighths of the best firms, but not the firms doing contract work, are paying the log price?—Yes.

2937. That is very much higher?—Yes.

2938. But as between the firms that are doing contract work or work of the same description, have you any other firms to name who are paying what you consider a good rate, although short of the log?—No, I do not know of any other.

2939. You are acquainted, I presume, with the Resolution which was passed by the House of Commons on this subject?—Yes.

Sir *Charles Dilke*—continued.

2940. You know it contains these words besides the words directly referring to the rate of wages: "That in the opinion of this House it is the duty of the Government in all Government contracts to make provision against the evils recently disclosed before the Sweating Committee." That was the Sweating Committee of the House of Lords?—Yes.

2941. Have you anything to say to the Committee upon the general conditions of women labour in the contract houses in the tailoring trade in London?—I know of one instance in Hollington's. I know that that place was not in a proper sanitary condition, and only last year I heard of three girls being taken away with scarlet fever, and they attribute the cause to the bad drainage in the lavatory at Hollington's.

2942. There is only one other question I should like to put to you at this time, which is: Have you found a difficulty until quite recently in ascertaining what were the firms doing the Government work?—Great difficulty; we could not find out, and it is only lately I did see the list.

2943. Through the kindness of the Director of Army Contracts you have been furnished, through me, with a list of the firms doing this class of work, but that is quite recently only?—Yes.

2944. Since this Committee?—Yes. I think it would be a very good thing if there was a list published annually.

2945. So that you might know who they were and be able to watch?—Yes.

Mr. *Sydney Buxton.*

2946. What complaints have you made to the Director of Contracts?—I have not made any.

2947. You have not had an opportunity?—No.

2948. Do you think there is sufficient inspection from the central body over these contracts. I mean inspection to see whether they are carried on under proper conditions?—I do not think there is. For instance, if they were properly inspected I think that the inspector would have seen that Hollington's last year was not in a fit state to have any work taken into it.

2949. They have not, apparently, taken any trouble to find out what the rate of wages paid is?—No.

2950. You spoke just now, as I understood, of a proposed contract log; who is in negotiation about that; who was it to be between?—It was really drawn up by the Amalgamated Society of Tailors; it was never submitted to anybody.

2951. How does it stand now; has it not come to anything?—No, it has not.

2952. Is there any idea of its being revived?—It can be revived, of course.

2953. I take it the log you first mentioned is in some cases almost an impossible log to work in regard to certain of the lower class of contract work?—There is provision made here for the lower class of work that would be done mostly by machining or, at least, there would be a great deal more machining there than there would be in the better class; there is a deduction made from the log for that machining.

2954. I understood you to say that one firm, Messrs. Hebbert's I think it was, paid for a particular

Mr. *Sydney Buxton*—continued.

particular bit of work 1*s.* 6*d.*, and another firm which was a little better paid 1*s.* 9*d.*, but the log price would have been 15*s.* 6*d.*?—Yes, that would have been the price according to the log.

2955. How far is that log carried out in practice?—By, I should say, seven-eighths of the best tailors in London.

2956. It is actually carried out?—Yes.

2957. Do you mean that seven-eighths of the tailors in London are paying this 15*s.* and the other one-eighth are paying 1*s.* 6*d.* to 1*s.* 9*d.*?—Yes, but not on contract work.

2958. And those who are paying this lower rate are chiefly Government contractors?—Yes.

2959. That, of course, tends to bring pressure to bear to lower the better rate received by others?—Yes.

Mr. *Austin.*

2960. I want to ask you a question with regard to Compton's, is the price for the work for local authorities the same as for Government contracts?—Just the same.

2961. You did not mention the hours they worked at Compton's?—From eight until seven.

2962. That is an hour less than at Hebbert's?—Yes, and they have one hour for dinner, and half-an-hour for tea.

2963. I cannot quite understand the great difference existing between the prices that you

Mr. *Austin*—continued.

mentioned in regard to contract work and the prices mentioned in the log. Is the work that is being executed under the log of a superior description to that executed under Government contracts?—I do not know that it is; I do not think so. There are, of course, two classes of work; there is the better class, and the inferior class. Of course there is a reduction made for that inferior class, that would be a garment that would be made wholly by machine. In these contracts, for instance, there is hand work.

2964. Is it all piece-work which prevails in Hebbert's?—Yes.

2965. Is there any piece-work in Compton's?—No, all Compton's people are paid weekly.

Chairman.

2966. Is that log which you produced exclusively and solely for female labour?—No, it is for male and female labour.

2967. With regard to the total price you gave of 15*s.* 6*d.* for a garment; according to the log, would that be made up by men or women?—Both.

2968. Each taking a share in it?—Yes.

Mr. *Austin.*

2969. Are women represented on the Council of the Tailors' Society?—Yes.

Mr. T. Flynn, called in; and Examined.

Sir *Charles Dilke.*

2970. You belong to the Amalgamated Society of Tailors?—Yes, general secretary.

2971. You have to complain partly with regard to police clothing, I believe?—Yes.

2972. So far as that is not Metropolitan Police clothing, you are aware of the fact that there is a difference of opinion between you and the Government as to whether that comes under the Resolution or not?—Yes.

2973. You, I believe, contend that because there is contribution and authority in some degree, therefore it ought to be held to come within the Resolution, and it is replied to you, as I understand, that as the contract is not made by the Government but by local authorities, it does not come under the Resolution?—Just so.

2974. Now with regard to what does come within the Resolution, are you acquainted with the firms doing Government work of whom Miss Barry has spoken just now?—Yes.

2975. Can you, generally speaking, confirm her evidence?—Yes.

2976. You have heard it?—Yes.

2977. You would be, generally, disposed to agree with what she has said?—Yes.

2978. Have you any acquaintance with the firms she specially mentioned, such as Hebbert, for example?—Yes; we have reason to complain so far as the provincial municipalities are concerned.

2979. You may mention it incidentally on her evidence, but we cannot go into that?—I refer to the competition that fair employers in the

Sir *Charles Dilke*—continued.

provinces are subjected to through the competition of Hebbert's, owing to Hebbert's having Government contracts.

2980. You think Hebbert's unfairly compete with fair firms, because they have a pull by having a large amount of Government work?—Yes; we cannot convince Watch Committees, because the Watch Committees tell us that if that is good enough for the Government it is good enough for them.

2981. Have you any knowledge beyond what Miss Barry has said with regard to either the quality of Hebbert's work or the rate of wages that they are paying?—No; I think Miss Barry's statement is perfectly accurate so far as my information goes.

2982. Have you any other firms which you would like to mention, besides such a firm as Hebbert's, as paying conspicuously low wages for contract work?—I wish to go no further than support Miss Barry's statement, that as a whole Government contractors do not pay fair wages to the people in their employ.

2983. I believe you agree with Miss Barry that Compton's, who have a large amount of Government work, although they do not pay the log, nevertheless do pay better than some of those other firms that have been mentioned?—Yes, we recognise that recently Compton's have increased their price to such an extent that in general they can be called a fair firm.

2984. Although they do not pay the log; as to which there may be a conflict, though it is accepted

Sir *Charles Dilke*—continued.

accepted for certain classes of work, whether it is applicable to the class of work; nevertheless they do pay much better prices than other contractors?—Yes, just so.

2985. You heard some questions I put to Miss Barry about the contract log; there was a special contract log?—Yes.

2986. That has never been acted upon, I understand?—No.

2987. Do you think it would be possible for the Government to have a contract log?—I think it would be possible, and I think it is very necessary, indeed.

2988. Do you know anything about the rejection of articles by Government which have come from the less fair houses, such as the rejection of articles from Hebbert's, of which Miss Barry spoke?—I can support Miss Barry's statement that it has been so.

Mr. *Sydney Buxton.*

2989. One question about this contract log:

Mr. *Sydney Buxton*—continued.

are no negotiations going on with regard to it at the present moment?—Well, we endeavoured to get the County Council to adopt it, but serious opposition was offered by the contractors' houses, who stated that they had to compete with the Government, and so long as the prices ruled in the Government factory at a certain rate it was impossible for them to compete with the Government factory for the Government contract work, and it would be, therefore, impossible for them to accept that log, unless the Government move up the prices which they pay in their own factory.

Sir *Charles Dilke.*

2990. There is a sort of working arrangement, is there not, among these local authorities in London who have some desire to pay fair prices, to the effect that Compton's and one or two houses paying Compton's prices may be looked upon as fair for the purposes of contracts?—Yes.

Mr. WILLIAM CHARLES SALTER, called in; and Examined.

Mr. *Sydney Buxton.*

2991. WHAT are you representing here?—I am representing the Amalgamated Society of Tailors.

2992. At Plymouth?—At Plymouth I am a member of the Executive Council of the Society; but I am secretary of the Plymouth branch, and it was only last night that I was aware I was wanted to give evidence before this Committee. I think I have sufficient evidence to justify my being here without having the correspondence that has passed.

2993. What is the name of the contractor in question?—The largest contractor is Lake, of Stonehouse.

2994. What is the Department concerned?—The Admiralty.

2995. What is the nature of the complaint: that they are not paying the recognised rate of wages?—The complaint is, that they have not been paying the recognised rate of wages in the town for some years.

2996. Are they paying a good deal under what you consider the current rate?—Yes.

Sir *Charles Dilke.*

2997. For the same class of work?—Yes.

Mr. *Sydney Buxton.*

2998. Have you any agreement in Plymouth with regard to the current rate?—Yes, for instance, trousers are paid 3*s.* 10*d.* a pair; contract trousers, namely, police trousers, are 2*s.* 6*d.*, and blue jackets' blue trousers, which are the same practically as the policemen's, are paid 10*d.* a pair by log.

2999. I wanted to know on what you base your current rate; you say there is a current rate for some articles?—Yes.

3000. How has that current rate been arrived at; is it a signed agreement?—Yes, between masters and men. This price that I have given

Mr. *Sydney Buxton*—continued.

you has been in use in Plymouth for 27 years. The majority of the first-class firms pay over and above that. I am just giving you what was agreed to.

3001. This firm, on the contrary, pays a good deal less?—Yes.

3002. I understand you have made complaints to the Admiralty in regard to the matter; about what date was your complaint?—I should say, as well as I remember, the first time we made complaints over this firm would be 1891 and 1892.

3003. Has it gone on: what is your latest complaint?—The latest complaint over the same firm was the latter part of 1896.

3004. The nature of the complaint being what you have stated, I suppose?—The nature of the complaint was over an order by the Lords of the Admiralty that skilled shipwrights and artificers, on joining the Navy, should go to the Navy contractor and get their blue cloth suits, their serge suits and their pilot jackets. He has to pay for that himself. They have been in the habit of having it from firms that pay a fair rate of wage, and they maintain that they should not be compelled to go to a firm where the cloth is made up under such conditions as the things are at Messrs. Lake's.

3005. In so many words, your complaint, as I understand it, was what you stated, that a Government contractor who took a contract for this particular class of work was not paying what you considered was the recognised and current rate, and that was the nature of your complaint made to the Admiralty?—Yes.

3006. What was the nature of their reply to that?—There has been no complaint made over the old class of work since 1891 and 1892; the firm has been allowed to go on and get this class of work.

3007. What

Mr. *Sydney Buxton*—continued.

3007. What was the answer of the Department to your letter of complaint?—That it would be inquired into.

3008. After that?—After that we have heard nothing further about it.

3009. That was in 1891 and 1892: what was the nature of your correspondence in 1896?—The nature of the correspondence then was that this was not a fair firm, and that the men themselves, the artificers and the shipwrights, as well as the tailors, are protesting against having to go to this firm. The tailors and the employees of Devonport are protesting also against the Lords of the Admiralty compelling these men to go to this, what we call an unfair firm.

3010. What is the answer of the Department to that?—The answer of the Department is that they cannot see their way clear to revoke the order, namely, that all skilled shipwrights and artificers shall go to the naval contractor.

Mr. *Sydney Buxton*—continued.

3011. Have they answered the allegation on the wage question?—They have not.

3012. And since then you have heard nothing, since last year?—No, I may say the Member for Devonport has taken the case up, and I think it has been raised in the House of Commons.

Mr. *Banbury.*

3013. I suppose you are quite aware that the Fair Wages Resolution does not necessarily compel the Admiralty or any other department to regulate their business according to the way in which the particular contractors like, but simply says that they are to pay a fair rate of wages. That is to say, that the question as to whether or not these men are to be ordered to go to a certain shop is entirely in the hands of the Admiralty, and in no way comes under the Fair Wages Resolution?—My point is that this is a recognised unfair firm. The conditions under which the garments are made are very unsatisfactory.

Mr. THOMAS DOBSON, called in; and Examined.

Mr. *Sydney Buxton.*

3014. WHAT are you representing here?—I am representing, in the first place, the London Union of Journeymen Basket-Makers, and the other Basket-Makers' Unions in the United Kingdom, so far as they have any evidence to submit to this Committee.

3015. What is the name of the contractor against whom you wish to make a complaint?—W. T. Elmore & Son, of Leicester.

3016. And also Bremer Kamp, of London?—And also Bremer Kamp, of London.

3017. They are both in regard to the Postal Stores Department?—Baskets for the Postal Stores Department.

3018. Is there any real distinction between them?—No; one is the contractor and the other is the sub-contractor.

3019. I understand your complaint is not so much a question of wages as a question of sub-letting which leads to the question of wages?—It is exactly the case of wages. In 1893 the firm of Elmore had a contract for baskets known as Parcels Post protectors. The London rate of wages for these baskets was 5*s.* 3*d.* each; you must understand the work in every town is paid for as piecework. Five shillings and threepence was the London price, but Elmore, of Leicester, got a contract to have some work made in Leicester at the Leicester price, which was 1*s.* per basket less than London. He obtained permission from the Postal Stores Department to sub-let one-eighth of his contract, and that was sub-let to a London firm, and instead of the London wages being paid by that firm the Leicester wages were paid. The London wages would have been 5*s.* 3*d.*, and the work was made at the Leicester wages; that was 4*s.* 3*d.*, 1*s.* per basket less than the recognised rate between the union and the employers in London.

3020. These particular contracts in question cover a very short period of time, do not they?

Mr. *Sydney Buxton*—continued.

—At the present moment there is a contract out that the whole of the work is to be done by the end of October. Contracts are out for 11,000 baskets. These will be all over in a very few months. We have to be very sharp to follow up in case we have got a violation of the Fair Wages Clause, to catch it before the contract is actually finished.

3021. You have not had much opportunity of making complaints in regard to it, because the contract is practically over before you have had the opportunity of making your complaint and getting it remedied?—Just so.

3022. Have you, as a matter of fact, made any direct complaints to the Department in regard to this?—We complained to the Department at the time, directly we knew it, in November 1893. We received a reply of acknowledgment saying it would be considered, and on the 30th December we received a reply saying that the contractor had had permission to sub-let part of his contract, but there was no answer whatever given as to the case of the wages not being paid.

3023. As to Messrs. Elmore, do you say in the ordinary course of their business, apart from Government contracts, they sub-let a good deal of their work, or do they sub-let more under these Government contracts?—I am not in a position to state that; they have only two men working in London, their principal works are at Leicester.

3024. As to the nature of the sub-letting; they take this Government contract for baskets; what is the part of the work they actually sub-let?—They actually sub-let part of the baskets; simply to let them to another employer to make them for them, because they claimed they had not time to complete the order in the given time. We should not have complained under that head so much if it had not been for the fact that the work was made in London at the Leicester rate of

Mr. *Sydney Buxton*—continued.

of wages; that is the point we wish to complain most about.

3025. I understand this is a Leicester firm, and they take a large contract; they are unable to do the whole work themselves, and they sublet part of it to a London firm, and the London firm, instead of paying the London rate of wages, only pays the Leicester rate, although the work is done in London?—That is so.

3026. In your opinion that is a breach of their contract, because they are not paying the rate recognised in the district?—In the district where the work is done.

3027. Is there anything further you want to say in regard to the case?—Only that Elmore has since repeatedly, in spite of the complaint, received orders, even up till last year; so that the Department practically took no effective notice.

3028. Have you any other case you want to bring before the Committee?—On the question of sub-letting, as to every order that has come out since 1883, since the Parcel Post was introduced, and the Post Office authorities had to use this work; which means some thousands of baskets every year, and means a great deal to the basket makers of London and the provinces as well; the contracts have gone to one particular firm, who are not basket makers at all, and who simply call themselves Government contractors, and let their work out to anyone who cares to take it from them; sometimes a man with half-a-dozen men may get part of the work to do; Chamberlain, of Newington Causeway, is the name of the contractor; he has a contract, year after year, and he gives it out to small employers; a small amount is given to each; we are unable to know whether it is a case of sub-contracting until the work is done.

3029. You spoke of the current rate in Leicester and the current rate in London; is there any signed agreement between the employers and the men in either of those places?—In Leicester they have an agreement with the employers, that was decided at a meeting held there in 1894, but in London the rate of wages is determined by custom; we have a recognised standard list, a book that our union publishes, and the employers accept it by custom (*producing*).

3030. Let me look at that (*handed*)?—This one has been recently sent round, and there are no complaints from any employers that they will not pay it; the whole of the employers of London pay it and have always done so by custom. When a Government contract is coming out we are requested by the employers to fix a price; we submit that price and they accept it invariably. If there is any dispute about the price they send for a committee of our union; the committee puts a price on, and the employers accept it; we have no masters' association in London.

3031. I think you might put in part of this. Is there anything that shows generally the rate of wages, or are they all so detailed that one would have to go through the whole list in order to find them out?—Here is a copy of the various sheets that we have from time to time brought

Mr. *Sydney Buxton*—continued,

out. That is the Government work that has been accepted by them (*handing in the same*).

3032. This would substantially cover the price?—Yes, so far as the Government work is concerned.

3033. When does this date from?—That is 1890. The same price prevails now.

3034. That is still working?—Yes.

Mr. *Austin.*

3035. Do you know anything about Government contracts for basket-making in Dublin?—Only that they complain that the work comes to London. They do not get the work there that they think they ought to have; in fact, they have had no contracts there at all, except what has been done in the Blind School there, so I am given to understand by the secretary at Dublin.

3036. The work that has been removed from Dublin for the past two years, is it executed in London at a rate under the current rate?—The repairing work is. That is done by the Government's own workshop. At Mount Pleasant they employ basket-makers, and they pay there 2*d.* an hour under what is the recognised rate for the same class of work in London. Before the Government established their own workships at Mount Pleasant, the Parcels Post Depôt, we used to do the work outside, and 9*d.* an hour was paid for it. Now the Government employs men at 7*d.* an hour.

3037. Do you know anything about the hours of labour in the Government workshops?—Forty-eight hours a week.

3038. Is that on a par with the ordinary hours of the trade?—We have no recognised time, but I take it the time worked would be 53 or 54 hours per week.

3039. So that I understand from you that while your scale is recognised to a pretty large extent by employers, the Government does not recognise the scale?—No; anyone would forfeit his membership by going to work in a Government workship, because the wages are 2*d.* an hour less than the Union rate. We had an agreement, when they first started, that men could work there for 36*s.* a week, but they have ignored that and dropped them down to 7*d.* an hour.

Chairman.

3040. Are there any other places in the country where they work at this basket work as cheaply as they do at Leicester?—Yes.

3041. I mean to say a lower rate than your London standard?—Yes, Peterborough, a place where contracts go to almost every time they come out. At Peterborough they are really paying at the present time a much lower rate than what the union or recognised rate was for that particular district, because the employer has weeded out the men who were instrumental in promoting a union there, and they have got men and a number of boys, and they have made it impossible for men to work who are not prepared to accept the employers' terms. It is not a question of wages determined on by masters and men in the place; it is a wage determined by the master, because there is no other shop there to go to; you must either take it or go.

3042. Then

Chairman—continued.

3042. Then there are other places where a lower scale of wages is paid than Leicester?—Yes, both Peterborough and Grantham are lower.

3043. And if by maintaining the London scale of wages the contractors of London are not able to undertake the work, you would prefer that the work should go to other places rather than come to London at the lower rate?—Even in spite of the higher rate of wages in London, London contractors do get what may be called a fair share of the work.

3044. But you object to the work coming to London at the country rate of wages?—Yes.

3045. You would rather it remained in the country than come to London at the country rate?—We would rather that the contract were done in Leicester at the Leicester rate of wages instead of coming to London to be done at the Leicester rate of wages.

3046. To be done in the country at the Leicester rate rather than come to London to be done at the Leicester rate of wages?—Yes, we claim it was a violation of the Fair Wages Clause to have it done in London at a rate of wages less than the current rate in the district where the work was done.

3047. I am told when a contractor in London is going to tender for the making of these baskets your union tell the firms what rate you are making the baskets at?—We fix the price in accordance with our established standard, and the employers accept that.

3048. Do you fix that price generally before the employer offers to the Government?—The employers invariably request us to do that before they tender, to assist them.

3049. Therefore the employer knows when he sends in his tender exactly what rate of wages he is going to pay for executing the work?—Yes.

Mr. *Sydney Buxton.*

3050. I understand you wanted to state something with reference to a firm called Messrs. Chamberlain about subletting. What did you want to add?—The firm of Chamberlain at Newington Causeway are not employers of basket makers direct; that is, they have not a workshop of their own. They sublet their work to small employers, men who work at home with one or two boys and sometimes a journeyman to assist them. The system that prevailed in one contract was that the contractor, Chamberlain, gave the workman an advance to provide himself with the material, and then bought the work off from him when he had finished. This work goes there year after year, and we have no means of knowing that the Fair Wages Clause is observed at all, because there is hardly any getting at what each particular individual has for the work.

3051. Have you in regard to this particular case made a complaint to the Post Office?—We have made no complaint other than stating, in sending in a list of fair shops for the department, that this firm was not an employer of basket makers.

Mr. *Broadhurst.*

3052. How many men are there employed at Leicester in the basket making?—About 130.

3053. And Peterborough?—About 25.

3054. And Grantham?—I am not certain, but I should say about 100.

3055. Are there any at Ely?—Yes, but they do not make that class of work. The numbers I have stated of men would not be all employed on Government work.

3056. How many basket makers are there in London?—I should think, journeymen, about 430; 300 of them are organised.

Mr. Robert Thurston, called in; and Examined.

Mr. *Sydney Buxton.*

3057. What are you representing?—The London Building Trades' Federation, and also the Amalgamated Carpenters and Joiners.

3058. I have here three or four cases which you have given me. I may as well take them in order. Shall I take Messrs. Spencer & Co. first?—I would prefer to take the complaints against the Office of Works first. I would prefer you to take the Admiralty first; the extension of the Admiralty buildings.

3059. Which do you mean?—Messrs. Shillitoe's firm.

3060. Give us as shortly as you can the nature of the complaint?—The complaint against Messrs. Shillitoe was the subletting of plumbers' work to a Mr. Marshall. Complaint was made by the men on the job, and a representative of the Plumbers' Association went to ascertain the facts, and the complaint was then made to the Office of Works of this subletting.

3061. What is the date of your first letter to the Board of Works?—The first letter was 16th April 1894.

3062. I understand the complaint is that these

Mr. *Sydney Buxton*—continued.

contractors sublet the work of plastering and plumbing on this contract, and that the subcontractors paid their gasfitters and their other labour, I suppose, but their gasfitters at all events, considerably below the standard rate; is that the allegation?—I am afraid the forms are somewhat confusing. This does not affect the gasfitters at all, that is a separate complaint, entirely.

3063. State as shortly as you can the nature of the complaint?—It is the subletting the plumbers' work to a Mr. Marshall, who employed boys as plumbers' mates at 1½*d.* per hour below the standard rate. The rate for plumbers' mates should be 6½*d.* per hour, whereas those boys were paid 4½*d.* and 5*d.*, and so on.

3064. And you made complaint to the Board of Works in 1894?—Yes.

3065. What action did they take?—They replied on April 25th. It would be most brief to read the letter. "With reference to your letter of the 16th instant, respecting plumbing work at the new Admiralty Buildings, I am directed

Mr. *Sydney Buxton*—continued.

directed by the First Commissioner of Her Majesty's Works, &c., to acquaint you, for the information of the London Building Trades Federation, that the Board have caused inquiry to be made into the matter, and they are assured, first, the plumbing work is not sublet; second, the plumbers' mates employed on the building are all apprentices whose indentures can be produced; and, third, all the plumbers are being paid the full rate of wages."

3066. What was your answer to that, giving it in substance?—A reply to that was sent stating that they were not the actual facts as we understood them, and we could produce evidence, if he would receive a deputation, to prove that the work was sublet to Mr. Marshall.

3067. Did they see a deputation?—They saw a deputation. The deputation saw the signatures of these lads as indentured apprentices, some for two years and some for three years. Boys 16 years of age were bound for three years to learn the plumbing trade. It also transpired that these indentures were signed after the complaint was made on the works as to the boys being paid under the current rate.

3068. Did you get any satisfaction?—No. There was a deal of correspondence, and the final result was the First Commissioner received a deputation, and he said he was quite satisfied that some under-handed business had been practised, and he could only suggest, as the job was nearly finished, that the terms of the contract should in some way be amended so as to prevent a man supposed to be engaged first as foreman, and then, in the case of Mr. Marshall, he was not a foreman, but acting as an agent for Messrs. Shillitoe.

3069. Were the terms of contract amended?—Not in that case. That matter fell through entirely.

3070. In regard to that, no remedy was found for your grievance?—No.

3071. Now, what case will you take next?—To follow up the Office of Works, we will take the Mount Pleasant Post Office.

3072. How many cases have you got; I do not think the Committee need go through them all. If you will give us one or two cases as typical that will be sufficient?—I have eight or nine.

3073. I have only got three; I think you had better take your most typical cases. You have dealt with one with the Board of Works?—In the case of the Post Office: why I mention it is because, in our opinion, the Office of Works did not take the necessary steps to ascertain the real facts, and even if they did it extended over such a period of time that the jobs were finished before there was any chance of remedy.

3074. When was the first complaint made?—With reference to the Post Office, I think in June 1895.

3075. And it has not yet been remedied?—It was not remedied. The work was let to a Mr. Summers. The excuse of the firm was that he was foreman of the plasterers. We proved before the First Commissioner that he was carrying on work for other Government contractors at the same time. He had four different large jobs in the London district. The result of this, after about three

Mr. *Sydney Buxton*—continued.

months, was that the First Commissioner agreed to amend the terms of the Contract No. 15, General Terms of Contract, where it states, "the employer shall employ a competent foreman," and so on. They amended it so as to read, "who shall be in his exclusive employ." That was amended on the suggestion of the Building Trades Federation.

3076. Then you got a certain amount of satisfaction in regard to that case?—So far, yes. We have other complaints of subletting plastering, which have been remedied, and I might say we have now a letter from the First Commissioner stating that it is not his intention in the future to sublet plastering work.

3077. To allow it to be sublet?—Not to allow plastering work to be sublet, except in very special cases.

3078. I take it, your complaint against the Board of Works is chiefly not so much that in the end they are not intending to, or have not, remedied the grievance, but that there has been such great delay in arriving at a conclusion that, at all events, in one case the contract was completed before the grievance was remedied?—Yes, that is so. We also complain that they have sanctioned the subletting of plastering work where they ought not to have done.

3079. I understand they are not going to allow that any longer?—Yes, as far as the present First Commissioner is concerned.

3080. Now, take the case of the War Office, Messrs. Spencer & Co.; is that a case you want to bring before the Committee?—I can bring that now, if you like.

3081. I think we have done with the Board of Works; I think the evidence you have given us and what you have said is sufficient for the Committee?—There is one case of paying the gasfitters rates of wages below those current in the district.

3082. What was the general result in the end; did the Board of Works take action?—No; they stated that they satisfied themselves that 8*d.* per hour was the current rate, whereas the agreement between the association and the trade was from 8½*d.* to 9½*d.*

3083. Is this agreement a signed agreement?—Yes.

3084. Can you put it in?—Yes, but I have not it with me.

3085. Will you send it?—Yes.

3086. In regard to that case, it was not a case of subletting, but of deciding what was the current rate?—Yes.

3087. You will put in that signed agreement between the masters and the men. How much was it, do you say?—Eightpence-halfpenny to 9½*d.*

3088. Whereas the Board of Works stated in their opinion the current rate was 8*d.*?—Yes.

3089. I think that is clear. Do you want to add anything more to that?—The Board in this instance do not seem to have made inquiries as to whether there was any real agreement between the builders and the workmen at all, but they merely satisfied themselves, as far as we could ascertain, that 8*d.* was sufficient for gasfitters.

3090. You mean they did not see those who made the complaint, and ask them to prove their case?—That is so.

3091. Do

Mr. *Sydney Buxton*—continued.

3091. Do you want to bring forward these cases as to the War Office? Messrs. Patrick we have already had evidence about, I do not think you need give them; but Messrs. Spencer do you wish to mention?—I have another complaint against Messrs. Dory for paying under the current rate at Chelsea Barracks. I know the Committee has had evidence in reference to this firm for what he terms outlying districts, but this is central. I should like to mention that last December he was paying plumbers at Chelsea Barracks below the current rate, in some instances 2½*d.* per hour, and complaint was made, and a deputation waited upon Mr. Dory, and he promised that he would pay the current rate.

3092. In the case of Messrs. Patrick we have had evidence, and the conclusion come to by the War Office was that Messrs. Patrick had not carried out the resolution, and the grievance was practically remedied. In the case of Messrs. Dory no action was taken?—I think this is a separate case altogether of Chelsea Barracks.

3093-4. But it is the same firm of Messrs. Dory?—Yes.

3095. What do you want to say specially about it. It seems to be only repetition unless you have anything special about it?—The Office of Works always contended that Messrs. Dory paid the wages current in the Kingston and outlying districts, and Messrs. Dory stated that they always paid the current rate in the central parts, but when they came to the centre they did not pay the current rate.

3096. There was a dispute about the Kingston rate, as to which we have had a good deal of of evidence, but in the case of Messrs. Dory, I understand you to say that while they alleged that they paid the Kingston rate only when they did work in Kingston, yet when they took contracts outside the Kingston district, in the London district, they then only paid the Kingston rate?—Yes, they did in the case of Chelsea Barracks, they did not pay the full rate.

3097. Now, Messrs. Spencer, do you want to say anything about them?—Yes, it is a complaint of subletting. The men are all engaged on piecework on barrack room forms, barrack room tables, cartridge boxes, and so on.

3098. You have had correspondence with the Department in regard to these cases?—Yes.

3099. When does that date from?—A deputation waited on the Department; but, so far as we know, no action was taken, and certainly they are working under the same system now.

3100. About what period were the complaints made?—That was in 1893.

3101. In general, I would like to ask you: You have given us cases from the War Office and the Board of Works. In your opinion would it facilitate these grievances being inquired into if some recognised Department were the body to whom complaints could be made, such as the Labour Department of the Board of Trade?—Yes, I am entirely in favour of that. So far as I have been able to ascertain, the members of the different societies are quite in favour of the Labour Department of the Board of Trade being authorised to take action. They consider it would be the quickest method of remedying a grievance, because they have correspondents, and so on, in every part of the country, and the correspondent should be a man whom they could trust, and who should be capable of inquiring into the complaint on the spot at the time it was made.

Mr. *Sydney Buxton*—continued.

Mr. *Broadhurst.*

3102. The general result of all this is that the harassing work of hunting down the offence takes so long and costs so much labour that the work is often finished before you can bring it to an issue?—That is so.

3103. One of your great desires is for a more speedy and certain machinery for bringing home to the Department the neglect and the failings of these contractors?—Quite so; that is the complaint, that it takes too long, the jobs are finished before the complaint is properly investigated.

Mr. *Buchanan.*

3104. Do you think the Labour Department would be able to do that more rapidly?—I think it would be.

3105. Would not you be putting another wheel into the machine instead of going direct to the Department, of which you complain?—I think they would certainly have to increase their staff if they inquired into these complaints and saw that they were remedied; to be effective before the jobs were finished.

3106. They have no staff for the purpose at present; I suppose they would consult the secretary of the union in the district, would not they?—Yes; I have known cases where a complaint has been made when actually a copy of the complaint from the complaining party has been sent to the contractor in order to allow him to make a very nice reply, and an evasive one, as far as possible.

3107. I wanted to ascertain how you think the complaint could be more rapidly inquired into by getting it done through the Labour Department of the Board of Trade?—I think the agents or Commissioners who are correspondents to the Board of Trade at the present time, should be empowered. Immediately you make a complaint to the Board of Trade, Labour Department, they should at once authorise their correspondent in the district wherever the complaint comes from, to at once investigate the case with the party complaining.

3108. After that you would have to go to the War Office, or whatever Department you were complaining of?—They, the Labour Department, would then at once communicate with the Department concerned, and say that it was the case, and therefore it would be within the power of the Department to alter it at once.

3109. How is it it would be more rapid. I do not see how you get it more rapidly looked into?—Simply because the different Departments at the present time do not investigate the case. In some cases it extends over three months, and we consider that the Labour Department would be best because they would do it immediately, they should be empowered by a resolution.

3110. Is

Mr. *Broadhurst.*

3110. Is it your opinion that the Labour Department is administered by labour experts who would understand quickly, instantly, and who are already in possession of the knowledge of the manner and form of these complaints and have access readier than you have to other Departments, and that these reasons would be in support of a more expeditious investigation; is that so?—That is my opinion. They should go at once and investigate the case on the spot.

Mr. *Broadhurst*—continued.

Mr. *Austin.*

3111. I gather from you that it is the length of time that takes place over correspondence that you complain of in regard to these Departments, and that that is the reason you suggest a central Department like the Board of Trade to appeal to?—Yes.

Monday, 24th May 1897.

MEMBERS PRESENT:

Mr. Aird.
Sir William Arrol.
Mr. Austin.
Mr. Broadhurst.
Mr. Sydney Buxton.
Sir Charles Dilke.
Sir Arther Forwood.
Mr. Morrison.
Sir Matthew White Ridley.
Mr. Powell-Williams.

SIR MATTHEW WHITE RIDLEY, BART., IN THE CHAIR.

Mr. GEORGE FOWLER JONES, re-called; and further Examined.

Mr. *Sydney Buxton.*

3112. WHEN you were here on the 6th instant you explained to us that the case of the Typographical Association, Bristol Branch, in regard to the Fair Wages Resolution, was under the consideration of the Stationery Office, and you had not the correspondence with you; have you received any further communication from the Department which you would wish to produce?—Yes, I have a letter here from the Stationery Office.

3113. Will you just read the letter?—The Controller of the Stationery Office has sent me this letter, dated the 6th instant: "Sir,—I am directed by the Controller to acquaint you, with reference to your letter of the 4th instant and previous correspondence, that, having received from Messrs. Albert Pole and Son, of John-street, Bristol, an assurance to the effect that the workmen in their employ are in receipt of wages equivalent to the wages current in the trade at Bristol, in the circumstances of the work, he does not feel called upon to take any action with regard to the contract held by the firm from this Department for printing and publishing the Customs bills of entry for the port."

3114. Are you prepared to accept that assurance?—No; we are not prepared to accept that assurance.

3115. On what grounds?—That letter is dated the 6th instant; and on the 3rd instant, only four days previously, I personally interviewed Mr. Pole at his own request. He then stated that if we would apologise to him for writing to the Stationery Office he would consider our application with a view to conducting his office

Mr. *Sydney Buxton*—continued.

in conformity with the current practice at Bristol, thereby admitting that he had not been doing so. He further stated that if he was to drop the system prevailing in his office, and pay the current rate of 30*s.* all the way round, it would not probably make a difference of a 10*l.* note on the year, admitting again that he was not conforming to the custom. An assurance given on the top of two such admissions, made only four days previously, is not regarded by us as satisfactory.

3116. You think the Controller of the Stationery Office has not paid proper attention to the position of affairs?—Yes; from this fact, that Mr. Pole says he works 1½ hours less than we recognise; he also states that he gives a bonus at Christmas; and it appears on the face of it that he has allowed these two things to enter into his calculations in giving that assurance. But in Bristol the recognised rate of wage of jobbing compositors is 30*s.*, irrespective of any reduction of hours that may be conceded.

3117. I think you stated that last time more or less substantially?—Yes; but it bears strongly on the present case, as he appears to have taken it into his calculations.

3118. I take it that your position with regard to this case is that in your opinion this employer has practically by his own action admitted that he has not been carrying out the Fair Wages Resolution?—Exactly.

3119. But you have not been able to get satisfaction from the Department?—That is so.

Mr. JOSEPH HAVELOCK WILSON (a Member of the House); Examined.

Mr. *Sydney Buxton.*

3120. YOU are here as representing the Sailors' and Firemen's Union?—Yes. I represent the National Sailors' and Firemen's Union.

3121. You have read, I think, the evidence which Mr. Walpole, of the Post Office, gave before this Committee last Session, in which he

Mr. *Sydney Buxton*—continued.

explained the action of the Post Office with regard to the question of the mail contracts, and stated that so far as his Department was concerned they had not considered that these mail contracts came under the Fair Wages Resolution of the House of Commons?—Yes, I have read

Mr. *Sydney Buxton*—continued.

read that evidence, and I have also read the Resolution of the House; and I must say I disagree entirely with the evidence on that head, as I think the Resolution of the House makes no difference whatever as regards the nature of the contract.

3122. If you have got Mr. Walpole's evidence there, will you turn to No. 2101, at page 95; there are a great many questions about this point, but I think that substantially covers it. He is asked by Sir Arthur Forwood: "You say the work the mail packet companies do for you is only supplemental of their other earnings," and so on; and then the witness says, "I think the difference is this: the mail packet, or the railway train, would be running whether we sent the mails by it or not." Again, in answer to another question put to him, I think by myself, he stated that substantially these packet services do not employ special persons for this work, or indeed employ a larger number of men in connection with it, and therefore they did not see how the Resolution could be applied. I think that gives substantially the effect of Mr. Walpole's argument, namely, that these ships would be running whether the mails were sent by them or not, and that the shipping companies do not employ an additional number of men or specific men in consequence of taking these mail contracts. Would you please say what your answer upon those points would be?—With regard to the mail packet companies not being employed exclusively in carrying the mails, the same argument might be used with regard to contractors on shore; for, so far as I can understand, there is no firm contracting for Government work only; that is to say, the contractors do work apart from the Government work. I believe, for instance, that the principal engineering firms in London, who do Government work, also do work for private people, therefore that puts them in the same position as the shipowner who is carrying mails for the Government. I find also with regard to the P. and O. Company that the principal part of their work is Government work, or at least they receive almost as much money from the Government as they do from other sources.

3123. You mean from the mails and other Government services?—Yes, from the mails and the carriage of troops. They do a good deal in the way of conveying troops in the trooping season, and in that work they are employed almost exclusively.

3124. Therefore you would contend that if they had no Government contracts they would certainly employ a far less number of men?—Yes; we also find that in consequence of the large subsidy that they receive from the Government they are able to compete with other private shipowners in the carriage of general cargoes to India. Had the P. and O. Company not got this contract they would not be able to compete with the other companies so successfully. The other companies are paying what we term the full union rate of wages, and are employing white labour, whereas the P. and O. Company are employing Lascar labour at a much lower rate of wages.

Mr. *Sydney Buxton*—continued.

3125. Can you mention the names of one or two of the companies you have in your mind?—There are so many companies trading to and fro with India, carrying the same class of goods as the P. and O. Company. I believe that Lamport and Holt, of Liverpool, compete with the P. and O. Company, and, if I remember rightly, some time back that particular firm had to resort to carrying Chinamen in order to compete with the P. and O. Company. They had formerly carried white men, but they had, in consequence of the keen competition to which they were subjected by the P. and O. Company, to carry Chinese firemen at a cheaper rate of wages.

3126. I understand your general position with regard to the matter to be that, in the first place, these contracts do necessitate a much larger employment by these companies than they otherwise would have to employ; and, secondly, that these subsidies, taking into account the fact that they employ a large amount of coloured labour, enable them to compete unduly with other firms and to beat down the rate of wages?—Yes; in consequence of having Government contracts they are able to compete much more successfully with other companies. But I would like the Committee to understand that that applies, not only to the P. and O. Company, but that there are many other companies trading in England or on the coast who have Government contracts who are not paying the trade union rate of wages. For instance, there is the Dublin Steam Packet Company, from Holyhead to Dublin; they are only paying their men 26*s.* and 28*s.* a week, whereas the recognised rate of wages is 30*s.*; and those men have to work seven days in a week, and very often 12 hours and 14 hours a day.

3127. Should you say that the Dublin Steam Packet Company did employ, in consequence of taking the mails, a considerably larger number of men than they otherwise would do?—Decidedly; they are obliged to have much larger crews.

3128. Will you just look at Question 2169, at the bottom of page 97, where Sir Arthur Forwood asks Mr. Walpole this question: "Supposing the Resolution to be applied to this service, let me take an illustration again of mails starting from two different points; the P. and O. Company's steamers start from London and Calcutta; at Calcutta they ship Lascars and at London they ship British A.B.'s; which would be the rate of wages you would determine to apply under the Resolution, the Calcutta rate or the English rate?" to which Mr. Walpole says, "You would hardly expect me to answer that question definitely now. I presume it would be the current rate of wages for Lascars, and the current rate of wages for English seamen." What is your opinion as to that?—The answer to that is very clear; it should be the current rate of wages where the contract is entered into. Here the contract is made in England, the ship is registered in England; consequently the rate of wages would prevail which is payable where the contract is made.

3129. For

Mr. *Powell-Williams.*

3129. For Lascars as well as Englishmen?—Certainly; why not? Why should not the Lascar have the same rate as the British seaman? He is a British subject, and ought to be paid as a British subject and treated in the same way.

Mr. *Sydney Buxton.*

3130. Is there anything you want to add in your examination-in-chief?—I think not.

Sir *Charles Dilke.*

3131. Whatever may be the decision on the point of whether the mail contracts come within the Fair Wages Resolution or not, you think the reason given there is a bad reason?—I think so.

3132. You say, for instance, that works like the Thames Iron Works, or Maudslay's, or Penn's, or Humphreys', are also doing work, whether they get Government contracts or not?—That is so.

3133. On the other hand, the point rather tells the other way, does it not; because I believe it is the case that the P. and O. Company have said that they could not carry on their trade on the present lines at all unless they had the Government contracts?—That is my impression, and I believe it is the general impression, that unless they had this very large subsidy of 380,000*l.* a year, I believe it is, they would not be able to carry on, nor would they be able to successfully run off the line such a large number of firms as they have done.

3134. The P. and O. Company compete in some parts of the world with the Orient Company, do they not?—Yes; with almost all the lines.

3135. The Orient Company are a more "fair" company, in your opinion, are they not?—The Orient Company carry all white men, and they pay their firemen 4*l.* 10*s.* a month, and their able seamen 4*l.* a month. They carry the mails to Australia, and the P. and O. Company have boats running in opposition to them, where they are paying the Lascars from 16*s.* to 18*s.* a month.

3136. This is not only a question of the rate of wages, there is also the question of conditions; the cubic feet allowances are different, are they not?—That is so. The P. and O. Company only provide their Lascars with 36 cubic feet of space, whereas the Act of Parliament provides that each seaman shall have 72 cubic feet; so that they save 36 feet, as it were, on each seaman.

Sir *Arthur Forwood.*

3137. The contract with the P. and O. Company, I presume, was an open one to the public to tender for, was it not?—Yes, I believe it is an open contract; but sometimes influence goes a long way.

3138. By the term "influence" do you mean improper influence?—No, I would not say "improper influence;" but there is such a thing as influence being used indirectly. I should imagine that if any Government Ministers had an interest in the P. and O. Company, although they might not do the thing unfairly, yet their feeling would be towards that compauy having the contract if possible.

Sir *Arthur Forwood*—continued.

3139. Do you mean to convey to the Committee that the Government were prejudiced by reason of the parties who were connected with the contract being more or less people of influence?—No, I would not like to convey the impression that they were prejudiced, but I do believe there would be some sympathy.

3140. Do you wish the Committee to understand that it was not an open contract in the ordinary acceptation of the term?—I would not even like to go that far; but I do feel that other companies could do the work equally as well as the P. and O., and perhaps better.

3141. Had the other companies an opportunity of tendering?—I presume they did tender; but I understand that the Government are not compelled to accept the lowest tender. They reserve to themselves the right to select the tender, although it is an open one.

3142. Then, the contract being advertised and offered to the public in the form in which the P. and O. contract was, would you, after it is made, impose conditions on the parties entering into that contract which were not contemplated in the advertisements for tender?—If those conditions were applied to other engineering firms and others on shore, I should say yes.

3143. You know, do you not, that as regards engineering firms and others on shore, it has been made a part of their tender that they should give what are termed the "current wages"?—That is so.

3144. Was that term advertised with regard to the P. and O. contract?—No, I cannot say that it was. I understand that the P. and O. contract was made many years ago, before the Resolution was passed.

3145. Is there one being made this year?—Yes, there is one being made. I should say that the Resolution of the House should apply to the contract which is about to be entered into between the P. and O. Company and the Government at the present time.

3146. We will assume the Government in advertising for tenders do not stipulate that as one of the conditions; would you, now that the contract is practically concluded, have that condition imposed upon the tenderers?—No, I should not; I should think it would hardly be fair in that case to do it. But at the same time I would like to add that I think it would be the duty of the Government to insist upon the seamen employed in that ship having the proper amount of accommodation, namely, 72 cubic feet, which is required by the Act of Parliament.

3147. Then, so far as the Fair Wages Resolution is concerned I take it, that so far as concerns the P. and O. Company's contract you consider the contract must go on as it is?—Yes, as regards the contract that was made years ago, but in regard to any new contract.

3148. So far as wages are concerned I understand you to admit that, they not having been required to consider the matter in their tender, it would not be fair to attempt to impose the condition as to wages upon them now?—That is so.

3149. Would you kindly explain where you would bring the Fair Wages Resolution in; under

Sir *Arthur Forwood*—continued.

under what conditions?—In the present contract which the Government is about to enter into with the P. and O. Company I should say that they ought to be informed that unless they were prepared to pay the current rate of wages which is payable in a port in the United Kingdom, they should not have the contract.

3150. But you have apparently admitted, as I understood, to the Committee, that as regards the wages, there having been no such conditions imposed in the terms of the tender and the acceptance of the tender by the Government, it would be unfair now to impose that condition in the contract which has been signed?—The contract has not been signed. I put the question to the Secretary to the Treasury the other day, and the information I got was that the contract had not been signed. The contract is drawn but it is not signed, and therefore it is not made.

3151. Then you would at this late stage of the negotiations seek to impose upon the company the condition as to fair wages?—Certainly.

3152. Then you say that the existence of the contract and the employment of Indians on these ships give the contractors an advantage over their competitors?—Yes; the company paying them so much less wages and giving the men so much less space.

3153. Their competitors amongst others include the British India Company, do they not?—Yes.

3154. And the Hall line from Liverpool?—Yes.

3155. I am now speaking of the Indian service; I think there are one or two other companies in Liverpool and London who are competitors for that trade?—Yes.

3156. Are you aware that the British India Company and the Hall Company carry Lascars?—Yes; on some of their vessels.

3157. Are you aware that all these companies have an arrangement amongst themselves as to the rate of freight and the conduct of their business?—Yes; I believe there is some such arrangement with some of the principal lines, but the point I wanted to make was this: There is a large amount of machinery and iron rails sent out from Middlesbrough every year; those rails and machinery at one time used to be carried by the ordinary cargo tramps, whereas now I find every year the number of P. and O. boats visiting Middlesbrough and carrying these cargoes is largely increasing.

3158. Do the P. and O. boats which are under the contract for the conveyance of mails visit Middlesbrough and carry this dead-weight cargo?—No.

3159. Therefore, they are not competing with the tramps?—No; but the argument I was using was that in consequence of this large subsidy which the P. and O. Company receive from the Government, they were able to compete more keenly with the ordinary outside cargo boats than they would otherwise be able to do. For instance, if they could carry iron rails at a penny or twopence a ton cheaper than the ordinary tramp cargo boat, the P. and O. Company would get the cargo to carry. I say that their large subsidy from the Government for carrying mails and

Sir *Arthur Forwood*—continued.

troops enables the P. and O. Company to do this work at a cheaper rate. That is my argument.

3160. Just to clear the ground I will ask you this: The subsidy does not include the carriage of troops, I think?—I am not sure upon that point.

3161. These vessels of the P. and O. Company are under obligation to proceed at a high rate of speed, are they not?—The general complaint is that they really do not make good time at all; that they are not much better than the ordinary tramp boat.

3162. You have been to sea, have you not?—Yes.

3163. Do you think that a P. and O. boat steaming at 15 to 16 knots an hour is not better than an ordinary tramp boat?—Much better.

3164. Then how do you say that there have been complaints that they do not proceed better than the ordinary tramp boat?—I am not sure that they do average 16 knots an hour.

3165. Do they average 15 knots?—I am not sure of that.

3166. Then you have not examined it very closely?—I have read a good deal of complaints that have been made by different people.

3167. You have not divided the knottage by the hour and seen what it worked out at?—No.

3168. Therefore it is merely an impression on your part?—That is all.

3169. If the contract requires them to proceed at the high rate of speed of 15 or 16 knots I presume that that costs a very large additional amount of money?—Well, I do not know that it would cost such a great deal more, because many of the ordinary tramp boats which are being constructed at the present time make an average of 13 and 14 knots.

3170. Do they carry these rails from Middlesbrough?—I mean the ordinary cargo boats.

3171. Do they carry these rails from Middlesbrough?—Yes, if they got an opportunity to carry them.

3172. Would you give me the name of any one of those cargo boats loading rails at Middlesbrough which makes an average of 14 knots?—It is impossible to give you the name of any boat, because what I contend is that the P. and O. are getting all this work; the tramp boats do not get it now.

3173. Then it is an impression of yours that these ordinary cargo boats from Middlesbrough with rails make an average of 14 or 15 knots an hour?—No, that is not what I said. I said that many of these tramp boats now were able to make an average of 13 or 14 knots; I do not say from Middlesbrough.

3174. Then we come to the next point; your next objection as regards the P. and O. Company is that instead of employing Englishmen shipped in London, at, I suppose, the London rate of wages, they employ Lascars?—I do not complain about the employment of Lascars, because I think Lascars are as much entitled to have employment as any other men; but what I do complain of is that Lascars are used for the purpose of reducing the conditions of labour as regards British seamen.

3175. Then further do I understand you to say

Sir *Arthur Forwood*—continued.

say that if Lascars are employed they ought to be employed at the London rate of wages for British seamen?—Yes, on ships where they get Government money.

3176. I suppose the current rate of wages to British seamen in London is about 4*l.* 10*s.*?—No, 3*l.* 10*s.* and 4*l.*

3177. And the rate of wages to Lascars is about 30*s.*?—No, not so much as that; there are different rates, sometimes they have 16*s.*, 18*s.*, and 20*s.*, and sometimes as high as 24*s.*

3178. According to their capacity?—Yes.

3179. Lascars have been found to stand the Indian climate, particularly in the stokeholes, better than white men, have they not?—I do not agree with that, because I find that at the present time on the tramp steamers trading on the coast of India there are hundreds of white men employed as firemen, and they are out there 12 months and 18 months, and some as much as two years, and they do the work all the time.

3180. You were on the Committee that inquired into the Manning of British Merchant Ships, were you not?—Yes.

3181. There was a considerable amount of evidence taken before that Committee as to the qualifications of Lascars, was there not?—Yes.

3182. Many witnesses, captains of vessels and others, testified, I think, before the Committee that Lascars were better for the Red Sea?—They are not better.

3183. Did not many witnesses testify that they were better?—Yes; but there is also this, that they employ sometimes in the Red Sea two Lascars to do the work of one white man.

3184. I am coming to that; you are quite right there; the opinions differed as to the number of Lascars who are required to do work equal to one white man?—Yes.

3185. The general impression was three Lascars to two Englishmen, was it not?—I do not know any of them who are employing that number.

3186. Did you hear the testimony before that Committee?—I have seen those figures, and no doubt at one time it used to be so.

3187. Did you hear the testimony given before that Committee?—I cannot say I did upon that particular point.

3188. At any rate I may assume that more Lascars are required than British seamen for the same work?—I would like to be very careful that we should not confound the deck hands with the stokehole department. I understand we are dealing with the stokehole, the firemen's department.

3189. I will take the firemen first; how many more Lascars are required to work in the stokehole than if they were white men?—I should say now they are employing about two Lascars to one white man.

3190. And in the case of deck hands about three to two?—Three to two.

Chairman.] I think these details are rather beyond the scope of the Committee.

Sir *Arthur Forwood.*

3191. You complain of the Dublin Steam Packet Company not paying the recognised rate of wages?—Yes.

Sir *Arthur Forwood*—continued.

3192. How are the wages of the seamen and firemen employed upon the boats between Holyhead and Dublin determined; how are the wages which you term the "recognised wages" determined?—The current rate of wages out of Dublin would be 30*s.* a-week; we generally recognise that.

3193. Are they established by the trades union, or not?—Generally, yes.

3194. Are they in the case of Dublin?—Yes; the union rate of wages there is 30*s.*

3195. How does the union fix those wages; does it fix them in consultation with the owners of the boats?—Sometimes; at other times the men meet and say that they will not work for less than 30*s.* Of course, when the captain comes to engage his crew, he wants to know what wages they want, and they say 30*s.*; and if he decides to pay it he does so; if not he goes and tries to get men at less than 30*s.*

3196. If the employers will not accept it, the men try to enforce their demands by refusing to ship at a less rate?—Yes.

3197. Generally, it is determined by a ballot amongst themselves, is it not?—No; they could not have a ballot, because they are shipping and unshipping men every day; a change is taking place every day.

3198. Is this trade between Dublin and Holyhead a particularly exceptional trade?—It is exceptional for very hard work. I know of no other firemen and seamen employed throughout the United Kingdom who work as hard as the men on that service. I believe they are the hardest-worked men of any class I know in the country.

Mr. *Austin.*

3199. Do you mean the boats running from Kingstown and from North Wall?—From Kingstown and from North Wall as well as to Holyhead.

Sir *Arthur Forwood.*

3200. You mean the trade on the fast steamers between Dublin and Holyhead?—Yes, and the others as well.

3201. Would the recognised rate of wages in this country vary from port to port?—No, generally throughout the country 30*s.* is paid.

3202. I was leaving that particular class of traffic; I meant the seagoing rate of pay apart from such traffic as between Holyhead and Dublin?—Yes, 30*s.*

3203. I understand 30*s.* is the cross-Channel rate of wage with the man finding himself?—It depends upon which Channel. If you go to Glasgow you will find that it is down to 28*s.*

3204. I will leave the Channel-rates of pay; the rate of wages for seamen on foreign-going vessels varies from port to port, does it not?—Yes.

3205. There is one rate at Cardiff, another rate at Liverpool, and another rate in London?—That is so.

3206. According to the voyage to be undertaken?—There is not much difference as regards the voyage in boats where the men find their own food; they generally get 30*s.*

3207. For the North Atlantic the wage is generally higher than the wage going south, is it not?

Sir *Arthur Forwood*—continued.

not?—There are no boats there where the men find their own provisions.

3208. I was speaking of foreign-going vessels?—Yes.

3209. I think you said that the P. and O. must determine the rate of wages to be paid according to the rate of wages in London, because the contract is signed in London?—That is so.

Mr. *Aird.*

3210. Do I understand you seriously to say that you think that Lascars should receive the same pay as English seamen?—I do.

3211. Have you considered what additional payment it would involve by the Government in their subsidies if such a thing was done?—It would not make a great deal of difference; it would not make a difference of 25,000*l.* a year to the P. and O. Company.

3212. But 25,000*l.* a year is a very large sum added to the amount for the other companies?—What other companies do you mean?

3213. Any other companies that carry Lascars?—The only company that is carrying mails employed on Government work is the P. and O. Company, and they are paying a dividend of about 10 per cent.; therefore, an additional payment of 25,000*l.* from that company to their Lascars would not be a great deal.

3214. But does it not occur to you that the P. and O. Company would naturally ask for the 25,000*l.* to be added to the subsidy?—They might ask for it, but I venture to say that there are other companies who could carry the mails to India and carry white men equally as well as the P. and O. if they had the chance to carry them.

3215. But still it would involve an additional payment of 25,000*l.* which might have to be paid by the Government as an additional subsidy for the carriage of the mails?—I should think the Government would not object to paying 25,000*l.* more if it secured these Lascars a proper wage. I do not know if you have had the privilege of seeing Lascars in London. With their present wages they have to make up their income over here by going round hawking walking sticks and chicory, and various things from India, in the streets of London.

3216. That may or may not be, but I do not think it is pertinent to this inquiry; your argument, as I understand, is that Lascars ought to have the same pay as Englishmen?—Yes.

3217. Although in the case of the P. and O. it would involve an additional cost of 25,000*l.*?—Yes.

Mr. *Morrison.*

3218. Do you happen to know whether the Messageries Nationale carry Lascars in the Red Sea?—I do not know; I think they carry all Europeans, but I am not very sure on that point.

3219. They compete more directly with the P. and O. Company than the firms you have named, do they not?—Yes.

3220. Because they carry the mails?—They may compete with the P. and O. Company for mails, but not for cargo. In connection with the kind of crews they carry, I would like to say

Mr. *Morrison*—continued.

I think the French law is that they must carry French subjects, and they are not allowed to carry any others.

3221. Do you know how the subsidy paid by the French Government to the Messageries Nationale compares with the subsidy paid to the P. and O. with regard to carriage?—I should think for the amount of work done it is larger, because I believe they pay so much for every mile the vessel travels, in addition to any mail contract. I am not very sure upon that point.

3222. With regard to the P. and O. Company running tramps off the line, must it not always be the case with a line of steamers starting at fixed times, and having only perhaps three-fourths of their cargo made up, they can afford to carry the balance very cheap?—But that is not so with regard to the particular boats I am referring to belonging to the P. and O. I am referring not to the P. and O. liners running from London to India, but to the ordinary cargo-boats which pick up a cargo at Middlesbrough, or any other port, and carry it to India. That is where the P. and O. come into competition with the other firms.

3223. Have you any idea of what rate these P. and O. boats travel at?—They vary from 12 knots to 16 or 18 knots; I should think some of their crack boats might do 18 knots.

3224. Those are passenger boats?—Yes. Some of the newer boats might do 18 knots.

3225. The tramp boats generally go 8 to 10 knots an hour, do they not?—The boats building now do as much as 13 and 14 knots; they are putting more speed into them.

3226. Do you mean they can do that with the full consumption of coal, or that they actually do it?—Many of the tramps actually do it now.

3227. Does not the consumption of coal increase geometrically with the speed that the ship is passing through the water?—That is so.

Mr. *Powell-Williams.*

3228. I only wish to ask you a question or two with regard to the current rate of wage; do I understand you to say that an English seaman shipping from any port in England to any foreign port is entitled to 30*s.* a-week?—That is where he finds his own provisions.

3229. Is it customary or general for a man to find his own provisions?—Only on short-voyage vessels; cross-channel voyages.

3230. Would you please take these cases out of consideration altogether, and deal only with the case where a man does not provide his own provisions?—Yes.

3231. Do you claim that there is a current wage which an English seaman is entitled to wherever he ships to?—The wages vary considerably for different trades. As regards seamen engaged between Liverpool and New York in the Atlantic liners, the able seamen get 4*l.* 10*s.* per month, and firemen get 5*l.* a month. From Liverpool to India, able seamen in the same firm get 3*l.* 10*s.* per month; others get 4*l.* 10*s.* per month.

3232. Then am I to understand there is no established rate, say from London or Liverpool, to Calcutta?—Oh, yes, there is.

Mr. *Powell-Williams*—continued.

3233. What is that rate?—£.4 a month.

3234. How is that rate established?—By the union.

3235. Are there men who are not in the union?—Plenty.

3236. Do they take less than that rate?—Sometimes they do, and sometimes they do not.

3237. How is the contract made; is it a contract for the voyage out and back, or only for the voyage out?—It is a contract made for a length of time; there are some contracts made for 12 months, and sometimes they are made for three years, but the contract terminates upon the arrival of a ship in a port in the United Kingdom, even if she has only been away six weeks or a month.

3238. It lasts for the voyage out and back again?—Yes.

3239. So that it is really an all-round voyage?—But the owner can keep the seamen on board the vessel, provided that he does not come to the United Kingdom to discharge.

3240. Are any contracts made with Englishmen in Calcutta for the voyage from there?—Yes.

3241. What do they get?—The London rate of wages.

3242. That is to say, 4*l.* a month?—Yes, 4*l.*

3243. What would a Lascar get?—The rate that is payable to Lascars, say from Calcutta or Bombay.

3244. How much is that?—It varies; there are different classes, it varies from 16*s.* to 26*s.* per month.

3245. Then it is about one-fourth of the amount paid to British seamen?—That is so.

3246. Would it therefore be right to say you could get an instance of a ship which takes its crew on board in Calcutta to come to this country and return to Calcutta manned by Lascars whose current rate under such circumstances would be about, say 20*s.* a man?—Yes, it would be.

3247. Do you raise any objection to that system, or rather let me put my question in another way: Could it be said that a contractor who adopted that system with that rate of pay was paying less than the current rate?—You mean if he was to ship his men in India to make a voyage to England and back to India again; I think that contractor would be complying with the regulations, that is, if the contract between himself and the Government was made in India.

3248. That is what I mean?—I think that would be complying with the regulations.

3249. Is there such a thing as a contract made, we will say in Calcutta, for the voyage to England only, and not extending to the return voyage?—Do you mean for Lascars or for white men?

3250. For both Lascars and white men?—There are many contracts made with white men for the voyage from Calcutta to England in cases, for instance, where some white man is left behind sick and they take another white man in his place.

3251. I take it that, under any of these circumstances, the white man, if he belonged to the union, would get 4*l.* for the month, and if he did not belong to the union he might accept something less?—I would not say that.

3252. Does not that follow?—The man would have to make his own bargain with the captain as to what his wages would be, but he would get, of course, the 4*l.* a month.

3253. Now let us take it the other way; is there such a thing as a contract made in this country for the voyage to Calcutta and not back again for Lascars and English sailors?—If it is made with a British ship the owner would have to provide the man with a passage home.

3254. That is not relevant to my point; what I mean is, is there such a thing as a contract of that kind?—There are contracts made with men to take ships out to Calcutta.

3255. Supposing these contracts are made with Lascars, and the contractor pays 20*s.* a month, should you say that that was or was not the current rate for Lascars?—I would say he was giving the current rate for Lascars, but he was not giving the current rate of wages payable in England.

Sir *Charles Dilke.*

3256. You would not object when the Indian Government sent Indian troops to the Mediterranean, for example, to their paying Lascars the Indian rate?—Not at all, because that is a contract made in India.

3257. With regard to the firemen of the P. & O.; a good many of them are not British subject Lascars or Lascars at all, they are Sidi boys, are they not?—The majority of them are not British subjects; they are Sidi boys from Abyssinia.

3258. The P. and O. contracts, like all the mail contracts, are liable to confirmation by the House of Commons, are they not?—That is so; they are supposed to lie on the table of the House, I understand.

3259. So that in your opinion it would be open to the Government if they choose to tell the company they were obliged to recognise the Resolution, and ask them to revise the terms or re-open the contract before laying it before Parliament?—Yes.

Sir *Arthur Forwood.*

3260. I was asking you upon the question of Lascars, and the evidence given before the Committee on the manning of merchant ships; I find you were present at a meeting of that Committee on the 12th of December 1894, when a witness was examined, who had had experience as a master in ships with Lascars, Captain Hood; he is asked: "As regards efficiency are they good sailors," and he says, "Take them all through they are very good sailors; some of them are exceptionally good sailors. I am speaking now as a seaman would speak of a sailor with regard to his efficiency at work to do a job aloft or general work on board ship, and there are some exceptionally smart men among them. (*Q.*) As regards physique they are not equal to Europeans, are they?—(*A.*) No, not physically; sometimes they are much lighter, but at the same time they are very active, not to say so strong as an European, but still they have a considerable amount of endurance; they will stand a good deal of working in all weathers; their physique may

Sir *Arthur Forwood*—continued.

may not be at so high a standard as the European, but they may be considered fairly strong. (*Q.*) How should you rank them in that way as regards an European; would three Lascars be equal to two Europeans? — (*A.*) Well, that would depend entirely on the three or two selected. (*Q.*) But take an average? — (*A.*) Taking an average, that is going back to the general manning arrangements allowed in the Indian ports, where it is necessary to have a certain number of people on board the ship: the regulation is made for Europeans; and where Lascars are used 50 per cent. are to be added." Do you remember that evidence?—No, I cannot remember it; but I should not agree with it.

Sir *Charles Dilke.*

3261. Should you consider Lascars are as fit as that to do work in the Channel in midwinter? —No, I should not.

Sir *Arthur Forwood.*

3262. In regard to the employment of Lascars and this subsidy paid to the P. and O. Company, the Indian Government pay a portion of that subsidy, do they not?—I believe so, but I cannot say how much they do pay; it may be a very small sum.

3263. Most of the Lascars employed, or many of them, at all events, are natives of India, are they not?—Many who are employed are natives of India, but there are a large number who are not natives of India.

3264. Would you debar the natives of India who contribute towards this subsidy from employment in the P. and O. boats?—I never advocated such a thing. I simply say they ought to be treated on something like fair terms and not used for the purpose of sweating British labour. That is all I have contended.

3265. You told an honourable Member, I think, that the recognised wages are those determined by the union, did you not?—No; the recognised wages must be the current rate of wages that is paid generally out of a port. The union has a great deal to do in fixing the wages, undoubtedly.

Sir *Arthur Forwood*—continued.

3266. The union in fixing the wages sometimes takes a ballot of the men, does it not?—No, I am not aware that they do so.

3267. Did you ever write to them to arrange for a ballot of the men on board a vessel called the "Emerald"?—I cannot say I ever did.

3268. Did you tell them you could put in some ballot papers, as it suited?—I never remember anything of the sort.

Mr. *Sydney Buxton.*

3269. I suppose your definition of the current rate is what you stated, the recognised rate, that is the rate paid by most of the large shipowners? —Yes. Before I answer any more questions I would like to enter a protest here against what has been said by the honourable Baronet, and, in addition, I notice he has handed a note over to the Press with regard to a matter which in my opinion has nothing to do with the evidence before this Committee; I refer to his questions relating to the ballot.

Chairman.

3270. That is rather a matter for the Committee?—I wish to enter my protest against it.

Mr. *Sydney Buxton.*

3271. I understand you are not here to give evidence with regard to the efficiency or the non-efficiency of Lascars, but your point is that by the P. and O. and these other companies being able to employ these men at a considerably lower rate they practically reduce the wages of Englishmen?—Yes; the subsidy enables the P. and O. to compete at an advantage.

3272. Against other shipowners who employ white labour?—Yes.

Mr. *Powell-Williams.*

3273. But you do not deny, as I understand, that the current rate for Lascars is lower than the current rate for Englishmen, as a fact?— From India the wages paid to Lascars are lower than what is paid to Britishers.

3274. The current rate of wages?—You see the contracts with the Lascars are made in India; the Lascars sign on, or at least they are engaged in India, and brought over as passengers, and then transferred to other ships here.

Mr. JOSEPH CHRISTIAN, called in; and Examined.

Mr. *Austin.*

3275. YOU are Secretary of the Dublin Saddlery and Harness Makers' Society, are you not? —Yes.

3276. What is the exact nature of the complaint you have to make with regard to Government contracts?—In connection with the accoutrement work for the Royal Irish Constabulary our complaint is that the current rate of wage is not paid to the men who are working at the manufacture of those goods.

Mr. *Powell-Williams.*

3277. Do you mean in regard to clothing?— No; accoutrement work, leather work.

Mr. *Austin.*

3278. Do you complain in regard to any other departments?—In connection with the Post Office authorities we complain also that the leather work in connection with that department is not done in accordance with the spirit of the Fair Wages Resolution as regards the current rate of wages similarly to the other case I mentioned.

3279. Have you any complaint to make against the War Office in regard to Army work?—My society instructed me to say this in regard to Army work: there is a large force of mounted Army men in Ireland, both in the cavalry and artillery, and the Army Service Corps, which use a considerable

Mr. *Austin*—continued.

a considerable amount of goods in the way of saddlery and harness; and, being stationed in Ireland, some of them for three years, and others perhaps for a longer time, they require, of course, a good deal of work in connection with our trade; and we feel it is a very unjust thing to us in Ireland, contributing as we do by taxation to their maintenance, that we do not get one single pennyworth of their work manufactured in the country.

Mr. *Powell-Williams.*

3280. You would prefer all our troops to be removed from Ireland, would you?—No; we claim we should have a share in the manufacture of the goods for these men who are daily using them in the country.

Mr. *Austin.*

3281. Have you had any correspondence with the authorities connected with the Royal Irish Constabulary?—We have.

3282. Can you produce it?—Yes.

3283. That is with regard to the payment of the current rate of wages, as I understand?—Yes. A deputation from our society waited upon the Inspector General of Constabulary, Sir Andrew Reed, in regard to this particular work, and we received through the Trades Council of Dublin the following letter from Sir Andrew Reed: "Royal Irish Constabulary Office, Dublin Castle, 2nd November 1892. Sir,—With reference to your interview with the Deputy Inspector General, and your letter to him of the 25th ultimo, enclosing Parliamentary Return on the subject of Government Contracts (wages), I am now in a position to inform you that, in future, all articles of saddlery and accoutrements, including side-car harness of special constabulary pattern, will be obtained under contracts made by the Contracts Department of the War Office, and that these contracts will contain the clauses adopted by the War Office to carry out the Resolution of the House of Commons of 13th February 1891, which is set forth on page 14 of the Return quoted above. I am glad to observe that that clause seems to meet the points brought forward by the deputation. —I am, Sir, your obedient servant, *A. Reed*, Inspector General." As the result of that we succeeded in getting the contract for the saddlery and harness given to a regular firm that paid the regulated wages; and we were watching and expecting that we would also secure the accoutrement work, and that it would be done under similar conditions which we claimed; but from that time up to the present moment we have not succeeded, though we have been making efforts from time to time in that direction, with the result that I am here to-day. We have received a communication in regard to the matter stating that this work has been sent out in two schedules, one schedule for saddlery and harness, and the other for accoutrements. Our contention was that all should be in one schedule under one heading, but the Contract Department of the War Office have informed us that they cannot see their way to alter the existing arrangements as to giving out the contracts separately. However, we do not mind that so much; our principal claim, which we think only fair and just, is that the work done should be done according to the current rate of wages paid in the district where it is done.

Mr. *Austin*—continued.

3284. What firm in Dublin do you complain against?—Messrs. Ireland & Sons.

3285. Have they evaded the Resolution of the House of Commons?—Yes, up to the present time.

3286. Did you make any representation to the firm?—We did. A deputation from our society waited on the firm in regard to the matter.

3287. With what result?—We have had an interview with Mr. Watkins, the general manager there, and he told us he agreed to our statement with regard to the wages paid by his firm being very small, and he said it was consequent upon the prices paid by the Government themselves, that it was only about what he was able to pay as the result of the Government themselves paying a very small price for the articles; however if we submitted a list of the regulated wages for doing the work he would look up the matter in future contracts and see what he could do in regard to it. The contracts had at that time just gone out, and I believe fresh ones will come in in June next.

3288. Is their any other large contractor in Dublin besides John Ireland & Sons, in the harness-making trade?—Yes, I have a list of our regular employers who pay the current rate of wages and to whom we have submitted a list of the current rates in connection with this particular class of work, and they agree and are satisfied to compete for the work under those conditions that Fair Wages would be paid.

3289. You say the other employers have agreed?—They have agreed to that. I wrote also to Messrs. Ireland & Sons giving them the list of prices and I have not up to the present time received any reply from the firm as agreeing to it.

3290. Messrs. Ireland & Sons, I suppose, are the largest contractors for the Government in Dublin?—Yes, I expect so; they do different kinds of Government work outside this particular class of work. They are doing the clothing.

Mr. *Powell-Williams.*

3291. They are as big as all the others put together, are they not?—If you put all the other different class of work which they manufacture together I should say so. They are a large concern.

Mr. *Austin.*

3292. Do I understand from you that the price laid down by the Government does not enable Messrs. Ireland to give a larger figure than what they are giving at present to the working men?—That was Messrs. Ireland's reasoning of the matter with us when we waited upon them, that the small price being paid to the workmen for the particular class of work was owing to the small price paid by the Government for the work that was being done. But we would not take it up in that spirit ourselves, because we would hold it would be a matter not for the Government but for the man who was contracting for doing the

Mr. *Austin*—continued.

the work; he should contract to do the work in the spirit of the Resolution, to take it at such a price as will enable him to pay the men working at it the current rate of wages.

3293. You think that as Messrs. Ireland & Sons have evaded the Resolution of the House, they should be compelled by the Government Departments to comply with it or else have the contract revoked?—That is our contention; we do not contend as an organisation against any firm or a number of firms; we are satisfied, no matter what contractor does the work, if it is done under the Resolution of the House of Commons at the current rate.

3294. Whether union or non-union?—Exactly.

Mr. *Powell-Williams.*

3295. Have you got any trades union?—We have.

3296. Are there any men who are not in the union?—There are some.

3297. Are there more in than out?—Decidedly. Our strength is 120; and at an outside calculation I should say there would be not more than eight to 10 outside.

3298. If Messrs. Ireland get the Government contract they get it by tender?—Yes.

3299. The Government does not fix the price at all; it is the man who tenders who fixes the price?—That is our view of the matter.

3300. If you have so large a proportion of men as you say in the union, how is it that Messrs. Ireland are able to pay less than what

Mr. *Powell-Williams*—continued.

you call the current rate?—By getting outside men to do the work.

3301. Outside the union do you mean?—Yes.

3302. Have you made any complaint to the War Office about this?—To the Constabulary Department we have.

3303. I said to the War Office; you are aware that the contract is placed under the War Office: you have read a letter which shows that?—We have not made any complaint direct to the War Office, but with the Royal Constabulary Department, in Dublin Castle, we had written communications. I read the letter from that Department.

3304. Have you not made any communication to the War Office, where the contract is settled, as to this contractor not paying the current rate?—Not directly to the War Office.

Mr. *Austin.*

3305. Do Messrs. Ireland comply with the recognised hours of working in Dublin?—Not sometimes; but on the deputation I spoke of, the general manager told us he had that far gone into the spirit of the Resolution as to having the work done on the premises in regular hours, and had conformed to that. Previously to that the work had not been done in the regular time, and had been principally done off the premises.

3306. How long ago is it since you waited upon them?—I should say in February or March of the present year.

Mr. HUGH MACMANUS, called in; and Examined.

Mr. *Austin.*

3307. YOU are the organizing Secretary of the Typographical Association of Ireland?—Yes.

3308. What is the nature of the complaint you have to make with regard to the carrying out of the Government printing contracts in that country?—The complaint might be put, perhaps, as a general one. In Ireland we are so circumstanced that there has only been within the last few weeks, for the first time, an advertisement placed in Belfast papers for tenders for printing for Government work. Hitherto most of it has been done, and perhaps naturally done, in Dublin, but under conditions which have not been what we consider fair. At the present time there is a large portion of the work done for the Government paid out of Imperial funds; for instance, the Queen's College work and a good portion of the work for the lunatic asylums and others, as regards which the Fair Wages Resolution is in no way carried out; in fact, it is not inserted on the face of the tender. It is with the purpose of having that effected in any contract that is paid for out of Imperial funds that I have been sent here to ask the Committee to support me.

3309. Have you any correspondence with the Irish Government as regards the carrying out of these contracts?—Yes; I think I sent some time ago to the Chairman, or the Clerk of the Committee, some correspondence that I had printed with regard to the Local Government work. I

Mr. *Austin*—continued.

had also interviews with the Chief Secretary as to this.

3310. When was that?—One in last November, and another about twelve months ago. It was a special interview, I may tell you, which I asked the Chief Secretary to grant me, and which he was kind enough to grant.

3311. What was the result of that interview?—Mr. Balfour's opinion was that a good deal of this work did not properly come within the scope of the terms of the Resolution of the House of Commons. We hold a contrary view; we hold that as a good portion of the funds are granted by votes in Parliament they should in fairness be put under the Fair Wages Resolution. I might, perhaps, now refer to an incident that I have been listening to for the last hour; the sympathetic interest that was paid with regard to the Lascars and their wages; I refer to it only as an illustration to point a parallel.

Chairman.

3312. I think we must ask you to be good enough to keep to the special facts of your own cases?—I do not want to detain the Committee.

Mr. *Austin.*

3313. There seems to have been some doubt as to whether the Local Government Board come within the scope of this Inquiry, but you are aware

Mr. *Austin*—continued.

aware that there was a Select Committee which sat on Stationery Contracts, and in their Report they state: "Some hesitation seems to have been at first felt as to whether other branches of the Irish Administration, namely, the Local Government Board, fall within the Resolution, but your Committee have no doubt they are so included." Was that brought under the notice of the Chief Secretary for Ireland?—It was, personally by myself.

3314. What did he say to that?—He thought that it referred merely to the printing of certain classes of work. In Ireland there is a good deal of Government advertising, and there are a number of papers that are actually kept alive by Government subsidies for Irish advertisements.

3315. Do the various Departments of the Government in Ireland advertise in papers which are worked in a manner which, I say from my own knowledge, should not be tolerated by any Government Department?—That is quite so; I may tell you in some cases the wages paid to "competent workmen," which is the language of the Resolution of the House, is 15*s.* a week; and those papers are kept alive, or, I would say, in a moribund state, for I would hardly say alive, by those advertisements.

3316. Have you agreements with the employers in the various towns throughout Ireland?—Yes.

3317. Have you a copy of your rules?—I have not it with me at the moment; I could give it to the Clerk to the Committee afterwards.

3318. Will you put it in later?—I will put it in later on. I may state one difficulty which we have is this: In Ireland there is a want with regard to the support that would be given to the workmen in this matter. I have mentioned a case which occurred to a number of our men who were discharged at Newton-le-Willows some time ago. The case had been repeatedly brought before the House, and until it was pressed eventually no redress could be got; but when Sir John Hibbert had the matter brought before him on the Estimates, he gave a distinct understanding to the then Member for Ince that the matter would be brought to an issue, and that any case of that sort occurring again there, would not be tolerated.

3319. That was the case of McCorquodale; you say there is a similar case in Ireland, and that the action taken with regard to Messrs. McCorquodale should also be taken with regard to this firm in Ireland?—Yes, there are several firms. But my principal point is that the Government should insist upon having the terms of their Resolution fairly carried out; that is virtually my point.

3320. You are aware, are you not, that there was a Departmental Committee appointed by the Government to inquire into the Stationery Office, and the manner of giving out the contracts?—Yes.

3321. In reply to a question by myself as to whether effect would be given to the recommendations of the Select Committee that was appointed and passed its Report last year, the answer given by Mr. Hanbury was, "A small Committee, composed partly of Members of this House and partly of departmental officers, has just been appointed, under the chairmanship of the honourable Member for East Donegal, A. O'Connor, M.P., to inquire, *inter alia*, into the best method of carrying into effect the first and fifth recommendations of the Select Committee so far as regards Stationery Office contracts. The second and third recommendations fall within the scope of the inquiry now being held by the Select Committee on the working of the Fair Wages Resolution in Government departments generally, which was appointed subsequently to the Stationery Contracts' Committee, and I think it would be best to await their Report; the fourth recommendation affects the Irish Stationery contracts, entered into, not by the Stationery Office, but by other departments, which are subordinate departments of the Irish Government. In the earlier portion of their Report the Committee expressed the opinion that the contracts of the Education Board are Government contracts, and no doubt my right hon. friend, the Chief Secretary, will take up the question as soon as the evidence taken before the Committee is published;" since the publication of that Report as a Parliamentary Paper, has any action been taken by any of the various Government departments in Ireland?—Yes, there has been, and one effect of it has been that there has been a contract located in Belfast which hitherto had been done elsewhere. I may state at once so far as regards the large towns we, as workmen, have no complaint to make so far as the contractors are concerned, except in one or two instances. I will not mention the names of the firms. But in the smaller places in the country there is very marked dissatisfaction expressed, both with regard to placing the contracts, to the manner in which they are placed, and the wages paid.

3322. In some of these small towns where you have papers produced, is it by adult labour or by boy labour?—A great deal is by boy labour, and then the boy labour is afterwards sent into the large cities. The actual effect of it is that where there is boy labour in any great amount it has the sweating effect of lowering the price of adult labour to such an extent as is not known elsewhere in the three kingdoms, and a good portion of that is from Government money.

3323. As to giving due effect to the Resolution of the House of Commons, have you any suggestion to make to the Committee?—The suggestion that I forwarded to the Chairman was that in every instance the Resolution should be printed on the face of each contract or each tender, that its being carried out should be insisted on, and that where it was not carried out there should be some speedier method of giving effect to the Resolution of the House. At the present time, as the Committee are perfectly aware, a contract may be entered into, but it will be terminated before it will be brought into conformity with the Resolution.

3324. Have you any complaint to make with regard to the manner in which you have been treated by Government departments either as regards approaching them or the length of time over which the correspondence took place?—Sometimes

Mr. *Austin*—continued.

Sometimes, as you will see from the printed correspondence I sent, even if you write to the Local Government Board they will tell you they are not controlling some of these contracts as to which you complain; or again, you approach the Chief Secretary, and he will tell you, and Mr. Hanbury will also say the same thing, that he is quite sympathetic with the terms of the Resolution, and I suppose also the Secretary of the War Office would be sympathetic with it, but nevertheless they cannot carry it out.

3325. Do you think that the Board of Trade, if all these matters were referred to them, would be an easier method than approaching the individual departments in question?—Yes, that is the suggestion, that when a complaint is brought before the heads of departments and where the case is proved, or inquiry asked for, that speedier method might be taken to investigate the case, and if it is found to be correct the contract should be terminated, or those who are infringing the terms of the Resolution should be penalized in some pecuniary or other manner.

Mr. *Powell-Williams.*

3326. Have you got a Labour Correspondent of the Board of Trade in Dublin?—Yes; I come from Belfast.

3327. Have you one in Belfast?—Yes.

3328. Do you think he would be the proper person to make the inquiry and to determine these points?—I would suggest some such mode as that; I would not suggest that he should be the individual, but that it should be between himself and the Factory Inspector or some other Government official in whom confidence could be placed as between two parties.

3329. Should you yourself be satisfied, supposing the whole thing was left in his hands to settle?—Possibly, or with some official of the Trades Council; it would be a difficult matter to decide exactly.

3330. Some official of the Trades Council, you say?—I say between the two of them they could investigate the matter and furnish a report to the Government or to the Department.

3331. The only other question I want to ask is this: do you contend that if the Government puts an advertisement into a newspaper, say, for a porter, that that gives it the right to come in and say that fair wages are not paid by the person who prints that paper?—Precisely; carrying out your own Resolution; so as to put an end to the sweating conditions I mention.

3332. I put the question to you in order distinctly, and I want you to see exactly what you are saying; supposing the Government puts a three-and-sixpenny advertisement once a year in a newspaper, do you say it has the right through having entered into that contract to come and inquire into the question of whether or not fair wages are paid by that paper to its workmen?—That is putting it too far.

3333. That is what you said, did you not?—No, I say in a case where a contract is entered into for annual advertising, and the money is paid by the locality for virtually local purposes, or Imperial purposes as the case might be, for the annual contract.

Mr. *Powell-Williams*—continued.

3334. I am speaking of one contract made by the Government (not by a local authority) for an advertisement costing, say, one sovereign; do you mean to say that because the Government puts that advertisement into a paper it has the right to come and inquire whether fair wages are paid?—That is putting it too far.

Mr. *Austin.*

3335. You mean to convey that there are newspapers in Ireland which totally depend for their existence upon Government advertising?—Quite so.

3336. And you feel that the Government should not give those advertisement to those newspapers on account of the conditions under which these papers work their men?—Quite so.

Mr. *Aird.*

3337. What are the papers in Ireland which depend upon Government advertisements?—In some places there may be eight or nine newspapers actually existing upon Government advertisements.

Mr. *Walter Morrison.*

3338. Do I understand you decline to give the names of the firms which you object to?—No; but I do not wish to do it as I had hoped and do hope that there will be better conditions in the near future.

3339. Do you intend to give the names of those firms or not?—I can, if necessary.

Mr. *Sydney Buxton.*

3340. Do I understand with regard to the contracts with which you are interested that it is only within the last few months there has been any insertion in those contracts of the Fair Wages Resolution?—Yes, you may take that to be so.

3341. May I say within the last year?—Yes, within the last year; or perhaps I would not be quite correct in saying a year, but 18 months.

3342. What Departments are you speaking of specially?—Every one of them.

3343. Will you name one or two?—The Board of Works and the Education Department.

3344. And the Local Government Board?—And the Local Government Board.

3345. You assert that neither of those Departments until within about the last year have even stated on the face of their contracts and tenders the Resolution of the House of Commons?—Yes; that is for the whole of their contracts for printing.

3346. Am I to take it from you that they have not done so; that they have entirely ignored the Resolution up to within the last few months?—I say 12 months or 18 months.

3347. Up to within a year or 18 months?—Yes, and at the present time there is a portion of the work for the Intermediate Education Commissioners that has been done in a house in Dublin that does not come within the terms of the Fair Wages Clause.

3348. Are

Sir *Arthur Forwood.*

3348. Are there many firms whom you complain of not giving fair wages?—I stated to the Committee that so far as the large towns are concerned we do not complain so much except in one or two instances, but in the smaller towns there are absolutely sweating conditions and boy labour.

Mr. Walter H. Maudslay, called in; and Examined.

Chairman.

3349. Certain evidence has been given before this Committee a few days ago, I think, by Mr. Brown, which has been sent to you, about which I understand you wish to give some evidence to the Committee; perhaps you would give that evidence in your own way and mention the points to which you wish to refer?—I have read the evidence that has been given to the Committee throughout in these Minutes, and if I may say so, I regard the evidence given generally as very frivolous, and I am sorry to say in some respects it is absolutely false, and I am sorry also to say that I think it is maliciously given. I should like to think, if I could, that some portion of this evidence has been given in ignorance; but I can hardly believe that the parties who have been put forward to give this evidence can be so ignorant as they apparently are. I also wish to say (I do not know if I am in order in saying this) that I do not consider the evidence given represents at all the feeling of the working men generally, or, at all events, those who are employed by my own company; I think they would be just as indignant as I am if they could read the evidence given before this Committee.

3350. Will you refer to one or two points?—If the Committee will refer to page 68, where Mr. Brown is called in, in Question 1492, our names are brought in, and he says that they desire that we should be struck off the list of Government contractors. "These firms are Messrs. Maudslay, Sons, and Field, Messrs. Humphry and Tennant, and Messrs. Penn, Limited; none of these three firms pay the wages current in our trade, and are therefore unable to get competent men, and as a consequence boy labour is very largely resorted to." That is untrue. A great deal has been said about this question of current rate of wages, and I should like to remind the Committee, if I may, that our contracts have been altered; Mr. Buxton's Resolution in the House of Commons has not been adhered to; and the district in which the men are employed has been inserted in the clause in Government contracts which has rendered the Resolution even more difficult to manage than if it had been left out.

Mr. *Sydney Buxton.*

3351. In what way do you mean it has not been adhered to?—The House of Commons Resolution was not adhered to in the Government contracts.

3352. You mean by the Government?—By the Government; other words were inserted to the effect "in the district in which they are employed."

3353. May you not say that is the natural interpretation of it?—I think words have been inserted, "the district in which they are employed," which were not in the House of Commons Resolution, as I understand. The House of Commons Resolution was that the men were to be paid the ordinary rate of wages current in the trade, but the words, "the district in which they are employed," were not in the House of Commons Resolution.

3354. I suppose if those words appear in the contract or the tender originally the contractor who tenders on that basis is bound to adhere to them?—Certainly; whatever the invitation to tender includes.

3355. Therefore it is not material whether a particular department would be beyond or are within the terms of the Resolution?—No; but that alteration has been brought forward and largely dealt with by the men in all this evidence which I have read.

Mr. *Powell-Williams.*

3356. Do you say that in your contracts with the Government the words "current in the district" are not inserted now?—I was putting it the other way round; I said the words "current in the district" had been inserted, which were not in the original Resolution. They have now been withdrawn, but they were in force for some years; they have been withdrawn within the last 12 months.

Mr. *Sydney Buxton.*

3357. You mean with regard to some of the contracts?—With regard to all the contracts.

Sir *Charles Dilke.*

3358. You mean all the Admiralty contracts. It is only the Admiralty contracts?—Quite so; that is all I am concerned with.

Mr. *Sydney Buxton.*

3359. Have you at the present moment any contract in which the words "current in the district" appear?—Those words are withdrawn now absolutely.

3360. I understand you to object to some of this evidence on the ground that it dealt with the question of what were the rates current in the district?—Yes, that has been made use of by the representatives of the unions.

3361. I want to ask whether you have at the present moment no running contract in which those words appear?—Yes.

3362. I take it that up till about a year ago those words did appear?—Yes.

3363. This evidence, I take it, as you will see from the dates of the letters, refers to a period in which those words did occur, and in which you were bound by the words "current in the district"?—Some of this evidence is quite of a later date.

3364. That

Mr. *Sydney Buxton*—continued.

3364. That particular letter you referred to is dated March 1894, which was before those words were withdrawn; I think you will find generally that the evidence refers rather to the position of a year or two ago than the position at the present moment?—I can draw the attention of the Committee to some points where, I think, that is not the case. Again, it appears to me that the unions in making their statements make a statement that the wages are so much; they have no right to make a statement that the wages are so much than anybody else. They say that the wages are 38*s.*, or that they are 42*s.*; they might just as well say they are 42*l.* I am referring now to the letter at Question No. 1495: "I have to state, for your Lordship's information, that the minimum wage for engineers in the London district is 38*s.* per week." That is not the case at all.

Chairman.

3365. You say that is altogether inaccurate?—Yes.

Mr. *Austin.*

3366. Do you say that 38*s.* is not paid to anyone?—Not as the minimum rate.

3367. Is it the maximum rate?—No, I do not say that there is either any maximum or minimum rate; the rate of wages is the rate of wages paid having regard to the value of the man and his services.

3368. We are coming there to a very vital principle; you want to be the judge of defining your own rates?—Certainly.

3369. That is a matter for the Committee to decide?—I cannot admit any man is to be paid a given rate of wages; it depends entirely upon his value.

Chairman.

3370. I understand you to dispute the statement made to the then First Lord of the Admiralty, in March 1894, by Mr. Anderson, the then secretary of the trades union, to the effect that the minimum rate for engineers in the London district was at that time 38*s.* a week; you say he had no right to make that assertion?—Yes; I would also make this remark with regard to the pattern makers while I am upon that subject; it arises under a further question, but I should like to refer to it now. They made the statement that our name should be withdrawn from the list of parties who tender for Admiralty contracts because we paid our pattern makers less than 42*s.* a week, and that they stated was the minimum rate for pattern makers. That is not the minimum rate for pattern makers. On that occasion I had to give evidence before the Lords of the Admiralty with regard to that matter, and it was clearly shown that that was not the case, and, as a matter of fact, we had not got at the time a single trades unionist as a pattern maker in the place.

Mr. *Powell-Williams.*

3371. What is the number of the question you refer to?—The point of the pattern makers is referred to in a later question; perhaps I had better drop it for a moment and come to it a little later on.

Chairman.

3372. What is your next point?—At Question No. 1540 the witness is asked: "Your third complaint with regard to them is as to the non-payment of outdoor conditions; what do you mean by that?" and he says: "According to the conditions laid down in this circular by us we charge for men going out; there are necessary out-of-pocket expenses for men who have to go out to work, and when men go away for seven days, and have to lodge out, we charge 2*s.* 6*d.* a day, or 17*s.* 6*d.* a week. Messrs. Maudslay, Sons, and Field only pay 7*s.* per week, and will pay no more; and if a man goes out to work in any part of London for them they will not pay him a penny of out-of-pocket expenses; while, on the other hand, the Thames Ironworks, Limited, and Messrs. Yarrow's, pay 17*s.* 6*d.* a week; and Brotherhood go beyond that, and pay 19*s.* a week of seven days, and they are all Government contractors." With regard to that I should like to say generally that, of course, our conditions of work are not the same as the conditions of work of a very very great number of firms in London. An attempt has been made to link us altogether, as if we were on all fours with one another; that is not the case. Other firms have men sent out from the repairing shops to different parts of London who have to have certain concessions made to them. Our outdoor men are men who are working down in the dockyard; they are shifted from one dockyard to another, and they go on from year to year with this work in that way. Therefore, it is not fair to put us in competition as regards those men with other firms who send out men to do repairs and other work in and about London. Then I come to Questions 1541, 1542, 1543, and 1544. In those questions the statement is made that "these three firms" (meaning Penn's, Humphrey's, and our own) "have too large a proportion of boys to men labour." It then goes on to say that having these boys it enables us "very unduly to compete with other employers of labour for Government contracts in the London district." Then the witness says: "Mr. Hills, of the Thames, Limited, referring to the Government contracts, said: 'The Thames, Limited, pay all conditions, and here are Maudslay's, and Humphrey's, and Tennant paying almost what they like.' (*Q.*) And, therefore, the Thames Ironworks is put, in competing with Maudslay, Sons, and Field, for engineering work, in an unfair position?—(*A.*) At a great disadvantage." It is an extraordinary thing to me that the witness, in giving his evidence, knows so little of the facts of the case as not to know that the Thames Ironworks do not compete for machinery contracts at all. If this evidence was given six months ago, or was relating to the subject as it was six months ago, the witness must know that the Thames Ironworks were not on the list of Admiralty contracts at all for marine engines. Latterly, during the past six months, they have been put on for engines up to 2,000 horse-power, but for that only. Therefore there is evidence given here which is absolutely misleading in its character. Then, in Question No. 1544, the Committee apparently endeavoured to pin the witness to some specific act in which the low

Chairman—continued.

low rate of wages which they say we pay has had a very bad effect upon the work turned out. Driven to the point, he produces a letter, and says: "Here is a letter I have, if it would not be out of place to read it; it is from a man working in Messrs. Maudslay's shop, who sent me information." I should like to read the next answer, as it is a very important one. It says: "He makes reference to one particular shop where cocks and valves are made, and says there is not a mechanic in the shop; they are labourers and boys, and the valve was made in that very shop that broke on the 'Blake' and killed an artificer." Then it goes to something else; I will take it up again at the last question on page 73, No. 1555: "I understand you have had some information from a reliable source in reference to a certain state of trade at the works of Messrs. Maudslay?—(*A.*) I have the following information, that the particular shop where the valve was made that broke on the 'Blake' and killed an artificer is swarmed with boys and young men, and goodness knows what they get; the foreman is a labourer; he was made chargeman of some boy fitters, and now, of course, he is made foreman, although he was a labourer in the shop." The facts of the case are these: a certain valve was fitted in the "Blake" in connection with the machinery which we placed in that ship. It was a valve that was fitted on to the bulkhead, and was a regulating valve for the steam. Very incautiously, and very improperly, one of the men on board that ship (he was not a man in our employment) opened that valve suddenly. The engines had been standing, and he ought to have opened it very gently indeed, but as it was, he opened it suddenly, and there was a large quantity of water lying in the steampipe; and, as would be the case if such an act was committed, the great inrush of steam, at a pressure of 125 lbs. on the inch, carried with it a large quantity of water, which water was shot into the valve like the shot of a gun; the valve, curiously enough, withstood the shock, and the same valve is on the ship in the same place where it was at the time; it never gave way except the cast-iron bridge, which had nothing to do with the valve. The accident occurred simply from the rush of water into the steampipe; it broke the steampipe. The accident that occurred to this unfortunate man had nothing whatever to do with the valve, but it was a splitting of a portion of the steampipe caused by a sudden rush of water into it. Of course it had nothing to do with the shop that this man refers to. The pipe was examined and found to be not only good in quality but up to the required thickness in the specification; and, as I remarked before, the valve is still in its place. We never had any complaint from the Admiralty about it. It was recognised at once that it was entirely the fault of the man in charge and had nothing to do with us. Here we have a specific statement brought by a man who is supposed to know something of what he is saying, who brings forward this evidence. I can only say I regard it as most maliciously brought forward with the intention of misleading this Committee, and that and other similar statements that are made

Chairman—continued.

throughout this evidence really bring one to the conclusion that the evidence is not only frivolous, generally speaking, but that the charges are most improperly made; and I do not believe it represents the feeling of the workmen in the slightest degree. It is stated in the answer I have read, "the particular shop where the valve was made that broke on the 'Blake' and killed an artificer is swarmed with boys and young men," that is not the case; "the foreman is a labourer," that is not the case; "he was made chargeman of some boy fitters," that is not the case; "and now, of course, he is made foreman, although he was a labourer in the shop," that is not the case. The facts are these, the foreman in that shop was a turner and was with us about 15 years; he then left us; he was made a leading hand in the erecting shop; he left us to take the place of a foreman and manager in the workshop of Messrs. Wells, he was general foreman there. He then came back to us as foreman. That is the man who is described in that answer as a "labourer," and as to whom it is suggested that he knew nothing more about his work than a labourer would naturally be supposed to know.

Mr. *Sydney Buxton.*

3373. The Committee will remember in regard to this particular evidence, that Mr. Brown had in his hand a letter from the man who makes this statement that he proposed to put in. I think the Committee generally felt that he did not seem to have received absolute permission from his friend, or he thought he had not, and that until he had received that definite permission the letter should not be put in. Then it was thought that he might be asked generally with regard to it, and I had intended to let Mr. Brown know when any evidence in reference to this was to be given. The clerk told me the other day that he proposed to put the letter in as it stood. I only want to make this clear, that at that moment Mr. Brown himself did not profess to have personal knowledge, he had this letter in his hand, and he proposed to put it in, but the Committee thought it inexpedient to put it in at that moment. I only want to show that with regard to Mr. Brown the letter was put in in this way, not at his suggestion, but at the suggestion of the Committee?—Still, I think it is a very lamentable thing that evidence of this sort should be forthcoming.

Chairman.

3374. Is there any other point on that that you wish to make?—There are some points I should wish to mention. In Question 2832, page 135, the Board of Trade is introduced for some reason or other. The remark I have to make is that I cannot for the life of me see what the Board of Trade has to do with our business. I maintain that employers of labour have the right to manage their business in their own way, but there gradually seems to be an idea that we are to be governed as to all sorts of regulations. With reference to that I should like to ask this question: Is it an understood thing, from the point of view of the trades unions, that we are to pay the wages current in the district, or are we to

Chairman—continued.

to pay the ordinary rate of wages current in the trade?

3375. The Committee are not prepared to give their opinion, and still less an answer as to their opinion?—It is evident to me, if we are to pay the current rates of wages in the trade, that our wages should be reduced considerably; and I think when the House of Commons once takes up the question and begins to legislate as to the amount of wages to be paid, and a resolution is passed on which we have to act, it is only fair that we should pay the current rate of wages in the country. As it is now, the object of the trades unions is to constantly increase the wages paid by the London employers.

3376. As regards the London district, I understand within the last year or so the Admiralty have withdrawn from the specific words put in the contract, the words "in the district," and that was done with the object to cancel certain orders to be given in London, which owing to a higher rate of wages could not be given in London if those words were retained; is not that so?—We are dealing with the House of Commons Resolution. Inasmuch as we pay higher wages than any other people throughout the Kingdom, speaking for the London employers, I cannot for the life of me see what the trades unions have to find fault with, if they have any fault to find.

Mr. *Sydney Buxton.*

3377. Will you look at the bottom of page 70, question 1495; it is a letter signed by Mr. Ruderson in reference to your firm, and I want to know whether you admit the accuracy of it?—As regards the pattern makers?

3378. It is in regard generally to the engineering trade, but the point is this: "The Lords Commissioners in stating, 'in the rates of wages paid to their engineers,' Messrs. Maudslay, Sons and Field, Messrs. Penn and Son, and Messrs. Humphreys and Tennant, have not been guilty of breach of the House of Commons resolution, 'have protested too much,' as the Messrs. Maudslay never claimed that they were paying our district rate of wages; on the contrary, they admit they do not pay the rate, but claim to do as they choose, since they could get plenty of labour at their own price, and when reminded of the House of Commons Resolution simply laughed and said the Admiralty would not act up to it." Is that correct?—That is not properly put at all. The fact of the matter is this, that the trades unions endeavoured at that time to make the Admiralty believe we were not paying the current rate. We maintained that we were paying the current rate. Messrs. Penn and Messrs. Humphreys also maintained the same. They brought evidence of a certain character to prove that certain rates were being paid. It was shown then beyond all question that the parties who were paying the higher rate of wages were people who were repairers very often, or else very small masters, that the men they employed had no continuity of labour, that they were employed on odd days, perhaps two or three days in the week, and that necessarily they received a rate of wages which was more in

Mr. *Sydney Buxton*—continued.

keeping with such employment. A great many other men have been in continuous employment, some up to 60 years, but a great many for about 40 years, and it would be unfair and unreasonable to suggest that people who gave their workmen continuity of employment, perhaps to a man from the time he was 20 to the time he was 70, should have to pay the same rate of wages as were paid to men who were taken on for odd jobs, and they have made use of the House of Commons Resolution, and this is one of the abuses of the House of Commons Resolution; they have endeavoured to make use of that Resolution, and turn and twist things round, and make it understood that the parties who are employing men under those conditions should do exactly the same or pay exactly the same as other people who give continuity of employment in the way I have explained. The Admiralty then quickly came to the conclusion that the two cases were absolutely distinct and separate, and they then gave their opinion that the larger firms who employed men under those conditions were paying the right and proper rate of wages.

3379. The point of the question was this: do you admit the accuracy of this statement, that "Messrs. Maudslay claim to do as they choose since they could get plenty of labour at their own price"?—I never remember anything of the kind.

3380. You have been speaking of continuity of employment, and I take it that you state that you wish the Committee to understand that that continuity of employment should be taken into account, and that therefore you and these other firms mentioned might, and probably did, pay a lesser rate of wages than these other firms to which you have referred, because of this continuity of employment?—Quite so; and also because we give the man undoubtedly much more comfortable quarters, and a man naturally will come where he gets his employment in the Westminster Bridge-road. He is very anxious to get there; whereas, if he had to go down to some dull north-country town, where there is nothing but smoke and dust and dirt, and no brightness in his life at all, he naturally feels it; and I contend if we choose to keep our works in such a condition, and to have our premises where they are, we have a right to take what advantage we think proper of the additional advantage the men get in coming to a district of that kind. They get cheaper markets, they get cheaper food.

Sir *Charles Dilke.*

3381. But dearer house-rent?—Slightly dearer.

Mr. *Sydney Buxton.*

3382. You do admit that you do sometimes pay a less rate than other firms?—Yes, less than some firms.

3383. Do you include such firms as the Thames Ironworks, Messrs. Yarrow, Messrs. Thornycroft, and Messrs. Brotherhood?—I wish to make a remark on that. I have already stated that the Thames Ironworks are not on the Admiralty list for marine engines.

3384. They

Mr. *Sydney Buxton*—continued.

3384. They were not?—They are now for engines up to 2,000 horse-power, but that has only been during the last six months.

3385. Taking, for instance, a particular driller in the employ of the Thames Ironworks, do you mean that he would not be doing substantially the same work as a particular driller in your employ, though you may be employing more drillers, but take one driller as compared with another?—They are hardly the same. One is a ship mechanic and the other is a driller on a marine engine.

3386. But on other engines?—They do not build engines.

3387. Do you mean they do not now?—They have no Admiralty contract. I do not think they have ever had an Admiralty contract.

3388. Take a driller or pattern maker, do you contend that, employed under the Thames Ironworks, under their agreement with their men of 1894, that man was not doing substantially the same work as a man in your employ?—I take it this business refers to Admiralty contracts and not to private contracts.

3389. Certainly?—They had no Admiralty contracts.

3390. They have had them for ships?—No, not for engines.

3391. I am taking ships?—I can only tell you I know nothing about shipbuilding, and it does not conflict with us at all.

3392. They have men working at substantially the same work in their employment as you have?—No.

3393. Do you mean to say none of their men were employed on the same class of work as your men?—If they are employed on ships it is not the same work.

3394. Take the iron shipbuilding work, do you mean there is not any man doing substantially the same work as yours?—I should not like to say that. They may be treading on our heels in such a way that it is difficult to say where one class of work begins and another ends.

3395. Then they are doing it substantially?—No; all I can is I cannot say; I believe this evidence refers to engine work for the Admiralty where our name is introduced.

3396. Take Messrs. Yarrow; are they not employing men on the same class of work?—Not the same class of work; they do torpedo work.

3397. Substantially the same work on which they are employing drillers and pattern makers?—Yes.

3398. How do their wages compare with yours?—That I cannot tell you.

3399. Are they also higher?—They may be a little higher for their special work on their torpedoes.

3400. Do you consider they give odd jobs, and therefore ought to pay the higher rate?—No.

3401. I thought you were comparing your firm with the firms that gave odd jobs?—I say generally speaking. Will you compare the evidence with reference to Messrs. Brotherhood.

3402. What question is that; there is one reference at Question 1506. It says: "Messrs. Yarrow also give very good conditions, even better than we want; and here is the case of a firm close to Messrs. Maudslay's which we should like to compare with it, Brotherhood's firm, who pay all their men above the rate of wages we ask, and their conditions are very good all round?—There is some evidence where they say Messrs. Brotherhood build engines up to 10,000 horse.

3403. Do you want to contradict that?—Yes, I want to contradict it most decidedly. They do not build marine engines.

3404. It is page 137, where the Chairman asks: "You say other firms do it. Are there any other firms besides Penn's, Maudslay's, and Humphreys and Tennant in London who make the class of engines which the Admiralty require?—(*A.*) Yes. (*Q.*) Large engines for cruisers?—(*A.*) Yes, the Thames, Limited, do; Brotherhood's do to a small extent. (*Q.*) Do Brotherhood's ever make an engine of 10,000 or 15,000 indicated horse-power?—(*A.*) Perhaps not so large as that"?—The facts are these, that Messrs. Brotherhood are most excellent manufacturers, but they do not make marine engines.

3405. Do you mean to say Messrs. Brotherhood do not employ the same class of labour at all?—I do not say that, but there is a statement here that they make engines of somewhere about 10,000 horse for the Admiralty contracts.

3406. He says less?—Something less. It means, at all events, that they make engines of considerable horse-power I take it. They do not make engines at all, not for the Admiralty contracts, not marines engines.

3407. You say not for Admiralty contracts?—No contracts at all. They are not builders of marine engines.

3408. Although I do not think the Thames Ironworks have a Government contract for engines, are they making any for private ships?—Not that I am aware of.

3409. With reference to Messrs. Brotherhood, do you know that they employ any class of labour to the same extent as yourselves?—No, I cannot say that, but I wanted to point out what is the statement made by that witness.

3410. I am going on to another matter. The witness states that Messrs. Brotherhood pay substantially the same rate of wages. What I want to ask you is whether Messrs. Brotherhood do or do not employ a similar class of labour to yours?—Yes.

3411. They pay substantially your rate?—Somewhere about.

3412. Do they do nothing but employ men on odd jobs?—No, they are very large manufacturers of what are called auxiliary machinery or compressing engines and various pumps.

3413. They give a certain amount of continuity of employment, and I suppose Messrs. Yarrow and the Thames Ironworks give a certain continuity of employment?—Yes.

3414. And yet they all pay a higher rate?—No, I do not admit that. Messrs. Brotherhood's is a very much smaller shop. I do not know what they pay their men exactly; they may pay some a little more.

3415. I do not wish to misrepresent you?—No; I think the wages usually run very level. In the smaller shops the wages run a little higher, and especially those shops where a particular class of work is carried out.

3416. Do

Mr. *Sydney Buxton*—continued.

3416. Do you say that you pay substantially the same rate?—We pay what is substantially the best rate of pay for similar manufactures.

3417. Do you pay for a similar class of work as much as Messrs. Brotherhood?—About that; I could not tell you exactly, because I do not know their rates, but I do say this, that we pay exactly the same rate of wages that other firms of the same standing do.

3418. Who do you call the firms of the same standing?—Messrs. Penn and Messrs. Humphreys and Tennant.

3419. Do you pay as much as Messrs. Yarrow for the same class of work?—They are not of the same standing.

3420. But for the same class of work?—It is not the same class of work. Messrs. Yarrow do almost exclusively torpedo work. We do a much larger class of work, as a rule, and we employ to some extent a different class of men to the men who do the smaller work of Messrs. Yarrow.

3421. Do you or not pay higher rates?—I could not tell you, but the difference, if any, is not great.

3422. You do not know whether it is on your side or on Messrs. Yarrow's?—I could not tell you.

3423. Do you know on which side it is in the case of Messrs. Thorneycroft?—I could not tell you.

3424. With regard to the question of the employment of boys, can you say whether you employ a larger proportion of boys to adult labour now in regard to the particular class of work we are speaking of than the other firms we are speaking of?—I could not tell you. We employ the number of boys that we think reasonable.

3425. Do you employ the same proportion of men as Messrs. Penn and Messrs. Humphreys and Tennant?—I should think so. Naturally, when a firm has its business situated in the heart of London, there are a great many people, Admiralty officials, our own foremen, and a great number of people, who have sons whom they are very desirous of keeping at home under their own eyes, as it were, and who are to be brought up as mechanics and engineers, and of course we very often have demands made upon us to take in these lads, and we do take in a considerable number of them, whenever we can reasonably do so, but we have not any improper proportion between men and boys. Generally speaking they are a superior class of lad.

3426. You take these on request and you pay them a rather less rate than adult labour?—Not at all. Some of them pay to me; it is just the other way up.

3427. Therefore the more boys you have under these conditions the more profitable it is for you?—Not at all. We like to take these lads because we like to oblige our friends, but there is no great catch in it, because these lads who come in have to be taught their business. They come in knowing nothing, and it is two or three years before they earn anything at all, and during that time they occupy the time of our own men, and it is not by any means a paying arrangement, but we are naturally anxious to accommodate our friends when we can. There is nothing more than that.

3428. Do you mean to say that if you did not employ a single boy in your employment, and employed only adult labour, that it would be more profitable to you to do so than to employ these boys?—I say some of them.

3429. I am speaking of the boys generally?—I do not think the question is a reasonable one. In any manufacture you must employ a certain number of boys and a certain number of men. The boys after a time become men and learn their business, and eventually become useful men, and they earn their own living.

3430. I do not wish to press it unduly on you, but I suppose you would admit that, as between different firms, the one that employed a larger proportion of boys than the other, their labour bill at the end of the year would probably be smaller?—I am not so sure of that. They are not so effective. The boy will very often take up the time of a man who has been paid a considerable wage to teach him his business.

3431. It is really a philanthropic notion?—I will not say that; it is to oblige our friends, and it is to our interest too sometimes.

3432. I think you said in your statement that you thought you had a right to manage your business in your own way, and you resented any Government interference in regard to the matter of wages?—Yes.

3433. When, in entering into a tender with another firm, you state that you will pay the fair current and recognised rate, how far do you consider you are bound by that?—It becomes a question of what is the recognised rate.

3434. How far do you consider you are bound by that?—I am bound, if I tender under those conditions, to the recognised rate of wages of firms of a similar standing to myself, but I am not bound to a rate of wages which is dictated by any of the trade unions, and I am not bound to a rate of wages which is a rate of wages that people who are under entirely different circumstances have to pay to their men.

3435. You would admit, at all events, that is an interference on the part of the Government in regard to the question of the wages you ought to pay?—Naturally, so far as it goes, if it is correctly carried out. If you ask me whether the Resolution of the House of Commons is a workable Resolution, I say not, distinctly.

3436. Why not?—Because I think it is so far-reaching in its meaning that when that was made law I do not think it could be seen how far it would go. I think the tendency of that Resolution is only to raise wages, and not to get a fair rate of wages.

3437. What do you consider a fair rate of wages?—I say the tendency of the House of Commons Resolution is to raise wages, and not to get a fair rate.

3438. But what do you consider the fair rate?—Because the trades unions would never complain if a higher rate of wages were paid, and they would naturally complain if a lower rate of wages were paid. Consequently, when the rate of wages is raised they say everybody must pay that

Mr. *Sydney Buxton*—continued.

that rate, but if wages go down, Oh no, it is a a different thing.

3439. Do you think the old system right, that an employer could reduce the rate of wages altogether whenever he liked?—Certainly.

3440. You object to the principle on which the tender is made out?—I think it is a great mistake.

3441. How many pattern makers should you say there were in the London district?—On that I should like to make a remark. They say 30 or 40 pattern makers are employed in the other firms; we employ 40 or 50 pattern makers ourselves.

3442. How many pattern makers are there in London?—I could not tell you.

3443. Is it correct to say 700, as stated here?—They are not 700; it is absolutely inaccurate if you are now speaking of pattern makers employed on Admiralty contracts.

3444. You have stated once or twice it is about Admiralty contracts; the point shortly, if I may state it to you, of what is the current rate has nothing to do with the number of men employed under Government contracts; it is the number of men employed in the particular trade and district, and what the vast bulk of them receive; surely that would be the current rate, which would have nothing to do with the contract?—I should like to make the same remark that I made before, that the pattern makers employed under those conditions, the 700, or whatever it may be, are not employed on a similar class of work to my own.

3445. Therefore you mean they ought not to receive a high rate of wages?—They receive a great deal higher wage for this irregular employment than when they are in constant employment.

3446. Is it not as much skilled work as yours?—I should say not; I should say our work was better than theirs.

3447. Your men are more skilled than the bulk of the pattern makers?—I should think so.

3448. And yet you pay them a lesser rate of wages?—Yes, for the reason I have already given.

3449. Do you deny that there are 700 pattern makers?—No; I do not know the number.

3450. You denied that there were that number?—No; working under the same conditions.

3451. You say practically your case is this, that your men are working under different conditions from those of the men I have referred to?—No, I do not know the whole of my case; I know no particular case at all; I have merely come here to give evidence as to what I believe to be the general facts which led to this evidence. I have no case, and I do not pretend to have a case. I merely come to give evidence on certain Minutes which have been placed in my hands, and which I think are incorrect.

3452. As to this outwork, I understand you to say you pay 6*s.* a week?—I think it is more than that.

3453. Seven shillings; I do not quite understand the difference between the outwork you have and the outwork which the Thames Ironworks have, for which they pay 2*s.* 6*d.* a day, Sundays included?—Because the Thames Ironworks are not employed on the same class of work as we are. The Thames Ironworks have not up to the present time made any marine engines for the Government. The men that we employ are men that work at the various dockyards to erect on board a ship the engines that are made in our manufactory. Those men remain as it were in continuous employment. As soon as we have finished one ship at Portsmouth we have nearly always got another one coming on, and the men are shifted on and on and on. They practically live at Portsmouth or Devonport, or wherever it may be. It is different from a man who is simply put on a ship and has to go away at great expense to himself and his family.

3454. Do you never send your man down, for instance, to finish the work at Victoria Dock?—Sometimes.

3455. What do you pay him?—I could not tell you exactly.

3456. Would you pay him more than 7*s.*?—I really could not tell you; it is not a question I am prepared to answer.

3457. I do not see that the remarks you have made are relevant to this; I understand you to say that the reason for not paying more than 7*s.*, and not paying anything like the rate paid by the Thames Ironworks, is that your men go to the ship and practically live there?—Yes; I say they are not parallel cases. The Thames Ironworks work on philanthropic principles and not on business principles.

3458. I thought you worked on philanthropic principles as regards the boys?—No, I do not say anything of the kind.

3459. I give you a case of similar work, sending to the Victoria Dock, which your men do sometimes, and the Thames Ironworks do the same; can you account for the fact that you pay so much less than the Thames Ironworks?—I cannot say. The Thames Ironworks make up their balance-sheets once a month, and their men participate in the profits.

3460. You think they overpay their men considerably?—I do not know anything about it.

Sir *Charles Dilke.*

3461. You said they worked on philanthropic principles?—Yes; I believe they share the profits, and they have various other arrangements.

Mr. *Sydney Buxton.*

3462. I understand you to say there is no current rate for the class of labour on which you are employed, Admiralty contracts; is that so?—Certainly there is a current rate.

3463. How is that created?—By the amount that is paid by other firms who are of the same standing and do the same class of work as we do.

3464. You mean these other large firms in question?—Yes.

3465. As regards most of the similar labour employed by these other firms, you are not in a position to say whether you pay more or less than they do?—No; I have not a real knowledge of the exact amount they pay.

3466. Do you pay identically the same terms as Messrs. Humphreys and Tennant and Messrs. Penn?—Yes.

3467. Absolutely?

Mr. *Sydney Buxton*—continued.

3467. Absolutely?—Yes, as far as I know.

3468. Do you agree among yourselves to pay?—No.

3469. It so happens that you do?—It settles itself.

3470. In what way?—We can always command the very best workmen, and they are always satisfied.

3471. Have you raised your rate of wages in the last two years?—No.

3472. It is not the fact, is it, that the pattern makers in your employ are receiving a higher rate than they were three years ago?—Not that I am aware of.

3473. You also, I understand, state that you are able, practically, at the rate that you pay, to obtain as much labour as you want?—We have no difficulty whatever.

3474. And that you object to the trade unions having any voice with regard to the question?—No, I do not; they may have as much voice as they choose. If they do not like the men to come in at a certain rate they need not come. There is no compulsion upon these men to come in and work.

3475. You think they are entitled to have a voice?—I do, within reason certainly. There is no compulsion on our part to take these men.

Sir *Arthur Forwood.*

3476. You have no objection to their advising the men?—No.

Mr. *Sydney Buxton.*

3477. Have you any union men?—Yes, we always have a fair proportion of union men.

3478. Have you had more of late, taking the last year or two?—No, it generally runs about half and half.

Sir *Charles Dilke.*

3479. With regard to those words "in the district," as to the introduction of which you complain, how can it be avoided; would you look beyond the case of your own trade, and look at the question generally; have you considered it more generally from the point of view of your own trade?—The whole thing is so beset with difficulties that when you once begin to deal with it I do not see the end of it.

3480. You would, would you not, admit it is a natural interpretation of that resolution as regards certain trades carried on in all parts of the country?—I should think it is very likely.

3481. You would admit there are great differences in the cost of living between one part and the other?—It is so regulated by abuse, if I may say so.

3482. It is an objection to the resolution altogether, not an objection so much to those words?—Personally I do not believe in any resolution of that sort being a workable resolution.

3483. Therefore your objection to those words, if you look beyond your own trade, is an objection to the result?—Yes. I believe the resolution, if it could be carried out in the spirit in which it was made, would no doubt be a very fair resolution; but it goes so far beyond that, and it is so capable of being stretched one way and stretched the other.

Sir *Arthur Forwood.*

3484. At one time London was almost exclusively the home of Government engineering, was it not?—Much more so than it is at present.

3485. But of recent years the London makers have had to compete very seriously with the Tyne and the Clyde, and Barrow and elsewhere?—Quite so.

3486. If the wages at those places are less than what is called the current rate in London by so much the makers of London are handicapped in tendering?—Certainly.

3487. If you were compelled to adopt what is called the rates of wages in a particular district, say the London district, and they were higher than the Tyne or the other places I have named, you would have to add a price to your tender higher than you do where you have more latitude?—Certainly; if we had to pay the rate of wages that is suggested in these Minutes it would simply mean that it would be absolutely impossible to carry out a single Government contract in London.

3488. Your establishments would have to be moved elsewhere if you are going to compete?—They must.

3489. You have been pressed a good deal about the rate of wages paid by Brotherhood's. Brotherhood's are specialists in engineering. They have a particular amount of small work, compressers for torpedoes, and small auxiliary machinery of every kind?—Yes.

3490. They do not come into the same competition with the Tyne and the Clyde that you do in making the larger engines?—No, not at all.

3491. Then I understood you to say that at one time in your contracts you were called upon to pay the current rate of wages in the district in which the men are employed?—Yes.

3492. And that has since been omitted?—That has.

3493. Therefore, after the omission of those words, you think you have a right to consider the current rate of wages payable for the manufacture of engines in the Tyne, and at Barrow, the Clyde and elsewhere, and adjust your wages accordingly?—Certainly, our wages ought to be reduced at least 20 per cent.

3494. There are many engineers who have specialities; for instance, your firm have particular rights in making a class of engines which the Admiralty recently adopted?—Yes.

3495. If the Admiralty were to press you unduly, and you were to say, "We will not take up the work," the Admiralty would be left without those boilers which they want?—That is hardly the case. The Admiralty, by arrangement, have the right to ask other firms to tender for those boilers, and they do so, and the other firms make for them under contracts. I should like to say that is with regard to the Admiralty work exclusively.

3496. It would not apply to general work?—No, it would not apply in the measure you are suggesting.

3497. Do you consider that an employer has the right to give to each man what you regard as wages according to his competency?—Certainly. I am glad to say that there are many men that have been at our works at Lambeth who

Sir *Arthur Forwood*—continued.

who have made their fortunes afterwards. If they had been under the dominion of trades unions they never, I think, would have made the position in the world which they did.

Mr. *Broadhurst.*

3498. Why not?—They would have been so hampered. For instance, I believe that giving what you may call a regulation rate of wages is offering a premium upon either idleness or stupidity. I think the very fact of a man getting the wages he deserves is the greatest incentive you can have to make a man work. Take a man like Sir Joseph Whitworth, who was with my grandfather for eleven years, he rose from the very bottom of the ladder.

3499. Did you never know a trade unionist rise to the top?—I think the principles laid down by trades unions at the present time would certainly not tend to make a man push himself forward and to make himself efficient, and so obtain the highest rate of wages by his efficiency.

3500. What are the principles that prevent it?—By giving a universal rate of wages for a man, no matter what he is. I understand the trades unions say if a man goes to work he is to be paid the very exact rate of wages, whether he is good, bad, or indifferent.

3501. What trade union says that?—All of them.

3502. Can you produce the rules?—No.

3503. Have you ever seen them?—They are in the evidence in these papers. They say the trade union rate of wages is 42*s.* for pattern makers.

Sir *Arthur Forwood.*

3504. You told the Committee that about half your men are trades union, and about half non-union?—About that.

3505. You raise no objection as to whether a man does or does not belong to the union when you engage him?—No.

3506. And the fact is that trades union men remain with you for many years?—A great many years.

3507. Which proves they are satisfied?—Yes; some of them remain quite 50 years.

3508. I suppose the men that you employ are very anxious that their boys should follow their fathers in the same employment?—Yes.

3509. If there were any restrictions on the employment of boys it would be a hardship upon many parents?—There would be no men after a time if you do away with the boys.

3510. Then you were pressed upon another point, the conditions of outdoor labour; is it not the fact that you have what may practically be called an outside factory at the dockyards?—Yes.

3511. And that the men are employed at the dockyards pretty nearly as continuously as if they were in your own shop?—Yes, that is the case.

3512. Is not outside work understood in the trade to mean dirty work, that is, going on board ships and doing the dirty repairs?—Yes, it is not work of the same character, and it is not under the same conditions. The conditions under which our men work are not the same as the conditions as to which I have been asked.

3513. Do you make your own castings?—Yes.

3514. And all the materials you work up into engines come to your work in the shape of raw material?—In the shape of raw material.

3515. May I take this, that yourselves, Messrs. Penn, and Messrs. Humphreys and Tennant are the three firms in London who have held together the Admiralty work for making engines for large cruisers and battleships?—Yes.

3516. And that there are no other firms at present in London who can compete with the class of work for which you have to tender?—We have no other competitors so far as London is concerned. We have very large competition in the north.

3517. If you are compelled to pay what is called the current rate of wages in London, you would expect the Admiralty to give a higher price for work placed out in London than they would elsewhere?—Certainly.

3518. The two ought to go together?—The two ought to go together. I think, if the House of Commons legislates in one way, it ought to legislate in another way. If it is to enforce a higher rate of wages for London it ought to pay a higher rate for the work done.

Mr. *Austin.*

3519. You said you were not bound by the conditions dictated by the trades unions?—Certainly.

3520. I suppose you do not blame the workman for endeavouring to get as much for his labour as he can?—No, I do not blame him.

3521. You must decide the rate for yourself?—Certainly, every man must look after his own business.

3522. And the Government then steps in and says there must be a fair rate of wages paid to the workmen?—Yes.

3523. Do you know that is so?—Yes, the question is, what is fair.

3524. How many engineers who work in the London district are paid at that minimum rate of 38*s.* a week at present?—I could not tell you.

3525. Are you aware there are close upon 10,000 of a certain class?—There may be, I cannot tell you.

3526. Various branches of the engineering trade?—As I have had the honour to say to other Members of the Committee, the men that are paid those wages are not paid for continuity of labour; they are paid only for odd jobs here and there. They are repairing jobs principally.

3527. You want to maintain, as far as you yourself are concerned, that because a man is employed all the year round he must work at a lesser rate than the man who is not employed continuously?—Unquestionably.

3528. I take

Mr. *Aird.*

3528. I take it, if the wages were raised in London more than they are it would have a tendency to draw the trade away from London, to a great extent?—It would not only have the tendency, but it would absolutely drive it away without any question whatever.

3529. Even now you have difficulties in competing?—Even now we pay higher wages than elsewhere. We pay higher wages than any other firm in the north, and if you go and handicap London trade, and if this Resolution is used with the result that the wages in London are to be still further increased beyond what they are now, London wages being at the present moment higher than the wages in any other part of the country, you render work in London absolutely impossible.

3530. And the workmen who now have an occupation would have none at all?—None at all; and with regard to that, if I may say so to the Committee, I think they are matters of expediency with a large city like London, where there are a large number of people who have sons whom they are desirous of getting employment for in London, and not sending away. There must be an enormous number of inhabitants of London who want to get their sons into London trade, and to drive the trade away from London to the country, I think, would be one of the most unwise things that could possibly be done.

Mr. *Morrison.*

3531. Are the wages paid at Portsmouth equal to those paid in London, or is it a lower rate?—No, it is not a lower rate; the men are paid the same. They are kept on the books, and they are paid the same.

Mr. *Morrison*—continued.

3532. For similar work, is not the Portsmouth rate of wages less than it is in London?—It may be a little.

3533. Then, when you send your men down to erect marine engines at Portsmouth, you do not put down wages?—No.

3534. Is it not a portion of your agreement to pay the rate of wages current in the district?—I believe it is.

3535. I suppose London firms in the engineering trade are handicapped also by the cost of carriage of materials, iron and coal?—To a small extent.

3536. Do you recollect the great strike in the Thames, I think it was in 1872, which drove away such a large portion of the shipbuilding?—Yes.

3537. Has any of that shipbuilding come back?—No, it has never come back.

3538. I think it chiefly affected the Isle of Dogs, did it not?—Yes.

Mr. *Sydney Buxton.*

3539. I want to ask you generally, may I sum up your evidence in this way, that you are dead against this Resolution in principle, and that therefore you would not desire more than you could to facilitate its working?—I should not like to go as far as that, but I think that the Resolution is more far-reaching in its character than it was intended, and that I see myself considerable difficulties in maintaining a Resolution of that sort with all fairness, both to the employer and the employed.

Monday, 31*st May* 1897.

MEMBERS PRESENT:

Mr. Aird.
Mr. Austin.
Mr. Banbury.
Mr. Broadhurst.
Mr. Buchanan.
Mr. Sydney Buxton.
Sir Charles Dilke.
Sir Arthur Forwood.
Mr. Powell-Williams.

MR. POWELL-WILLIAMS IN THE CHAIR.

Sir ARTHUR L. HALIBURTON, K.C.B., called in; and Examined.

Chairman.

3540. You are Permanent Under Secretary of State for the War Department?—Yes.

3541. Have you had your attention called to the evidence given before the Committee containing a suggestion that in all cases where questions arise as to whether or not a contractor is obeying the Fair Wages Resolution of the House of Commons the instrumentality of the Board of Trade should be called in to determine the point?—Yes, I have understood that there is that suggestion.

3542. I suppose that suggestion may be looked at from two points of view: that is to say, from the point of view of the Secretary of State, and from the point of view of the contractor; have you considered it from those points of view?—Yes. I have given the point consideration.

3543. Would you favour the Committee with your views as to the suggestion first as it affects the Secretary of State?—The Secretary of State is supposed to be, and, I take it is, responsible to Parliament for the whole of the operations of the War Office; and a very important section of those operations is connected with contracts; I think running up to the extent of nearly seven millions. Of course the efficiency of the Service depends upon our having a thorough knowledge of and control over our contractors and understanding completely their operations. Therefore, I think, the Secretary of State, if he is to remain responsible for the efficiency of the Service, and for the economy of the Service, could not admit that any other Department was to come between him and his agents, and we look upon the contractors as, for the time being, our agents to carry out particular services.

3544. Do you think anything would be gained in point of time, if the inquiry were undertaken through the Board of Trade?—Unless we assume that the Board of Trade would do the thing much more efficiently than we would, I should think there would be rather a loss of time; because there would be the delay of the Board of Trade communicating with us. They could not possibly go into these questions without that.

Chairman—continued.

3545. The Board of Trade, as I take it, would necessarily have to come to the War Office in the first instance, if any inquiry was referred to them, in order to obtain the necessary information?—They would be obliged to do so if they wished to arrive at the facts of the case.

3546. Can you conceive that the Board of Trade could be in possession of better information relating to any particular contract than the Secretary of State possesses through the Director of Contracts?—I should think the Board of Trade, until after they had gone into an inquiry on the subject, would not have any information at all upon the particular contract. That information could only be in the War Office and in the contractor and the people who work for him. The Board of Trade would not necessarily know even that we had such a contract.

3547. I take it from you that you think the authority and responsibility of the Secretary of State must extend to matters of this kind as well as to all other matters?—I think the responsibility of the Secretary of State must cover everything that is connected with his own department. He is responsible to the country for that department and for everything connected with it.

3548. Assume a case in which the Board of Trade inquiry led to a conclusion which the Secretary of State was not prepared to accept, what suggests itself to you as being likely to happen under such circumstances? Who is to decide as between the two?—I should think the Secretary of State, if he was a good Secretary of State, would control his own office and decide for himself. He would say, "After all I am the person responsible to Parliament for this, and I give my decision."

3549. Then looking at it from the point of view of the contractor, the two parties to the contract are the Secretary of State on the one side

Chairman—continued.

side and the contractor on the other side, I suppose?—Yes.

3550. Do you think the contractor would have a right to decline the interference of the Board of Trade in a matter affecting his own contract?—I do not quite know whether he would have the right to do so, but he would, I should think, certainly have the inclination to do so. I do not think he would wish to open his transactions to any local agents of the Board of Trade.

3551. I think it is not solely a question of local agents; but I suppose, in the case of some of the great contractors, they might decline, and probably legally decline, the interference of any officer of the Board of Trade?—I should think they would not like any outside interference, especially they would not like laying bare their transactions and their books to an outside Department. But I cannot very well say what their feeling might be; that would be my feeling, I think, if I were a contractor.

3552. So far as your knowledge extends of the working of the War Office in relation to the Fair Wages Resolution, have you any reason to suppose that it has failed in any way?—None whatever. I think we have no complaints from contractors on the subject.

Mr. *Sydney Buxton.*

3553. You say, "no complaints from contractors"?—I thought the question was as regards the contractor himself.

Chairman.

3554. No; I mean generally, whether the contracts have not been efficiently carried out in that respect?—Yes, I think they have. I understand that the great proportion of the complaints that we get generally collapse in the very early stages of the inquiry.

3555. And those that do not collapse, in my experience (you will tell me whether you confirm it or not), are cases in which the claims made on the other side have not been complied with, and the parties, therefore, who have made the complaint are discontented, because they do not get what they ask for?—Yes.

3556. Is there anything else you would like to tell the Committee?—I am not intimately acquainted with the administration of the Board of Trade, and therefore it is difficult to make a comparison; but I should imagine we have a better machinery for these inquiries than the Board of Trade have; that is to say, better machinery in the country, I do not say in London, because probably in London one office would do the thing as well as another. We have our agents all over the country, who are constantly working with contractors, and who know what the current rates of wages are in the country. They are on the spot and capable of giving very impartial evidence, and I think the tendency of their evidence would be rather in favour of a proposal to give increased wages, because they naturally think (as most people do) that the more you pay for a thing the better thing you get; but that has not always been found to be quite true.

Mr. *Sydney Buxton.*

3557. I understand you come here rather to object to the proposal which has been made, that in cases of dispute between the workmen and their employers the Board of Trade should be asked to decide the question in dispute. I would like to ask you what you imagine the amount of interference, if one may call it so, of the Board of Trade would be under those circumstances?—It would be very difficult to say. If it was for them to settle the dispute they would interfere to the extent they thought necessary to settle the dispute whatever it might be. Then the matter would come up to us to know whether the Secretary of State would accept it.

3558. I ask the question because, in reply to some questions from the Chairman, you seemed to imply that the proposal went rather beyond that which has been suggested by myself, and I think those others who take an interest in it; all that was suggested by us was this: supposing a complaint is made that a particular contractor is not paying the fair rate of wages, we have it in evidence here that under the system at the War Office (Mr. Major gave evidence about it) it has to go through several hands; we have it in evidence from the men themselves, or it is alleged by the men, that it takes some time for these complaints to be settled; what I want to make clear is that all that was suggested, at all events by myself, was that in a case of dispute being brought to the notice of the War Office they should apply to the Labour Department of the Board of Trade as an impartial umpire in regard, not to any of the alterations of the relations between the War Office and their contractor, but merely in regard to the specific point, is a particular man paying or is he not paying the curren rate of wages; that is all I suggested; but I thought some of your answers implied that you were under the impression that a good deal more than that was proposed?—In your question just now you began by referring to "the fair rate of wages," but at the end of the question you dealt with "the current rate;" those might be two very different things.

3559. The words of the Resolution speak of the "current rate"?—Then the inquiry is to be practically a mere matter of fact, as to whether the man is or is not paying the current rate of wages. As to that we consider we have a better capability for getting at those facts than the Board of Trade has. Moreover, if there is any dispute about our contractors as to the way in which they are carrying out their contract, it is considered better that we should inquire and know all about it ourselves at first hand, rather than that somebody else should inquire, and that we should merely accept their decision.

3560. Take the case of a complaint coming to the War Office, will you tell us what happens; what is the first step?—The first step, I believe, is to ask the person who makes the complaint to state precisely what the complaint is; as a rule the statement is a little vague.

3561. The request to state the complaint precisely is made by whom?—By the Director of Contracts. Then, if we get a statement of the specific facts we refer them to the contractor for his answer to them.

3562. Whom

Mr. *Sydney Buxton*—continued.

3562. Whom do you mean by "we"?—The War Office; the Director of Contracts is the branch which deals with these questions.

3563. Does it come to you at all?—Not necessarily; if it has to go to the Secretary of State it would go to the Secretary of State through me.

3564. From the Director of Contracts?—Through the Director of Contracts.

Chairman.

3564.* It does not necessarily go to the Secretary of State?—No; a great many of the complaints never reach that stage, they get settled in the preliminary stage, and it does not become necessary to trouble the Secretary of State.

Mr. *Sydney Buxton.*

3565. I am supposing a complicated case which is difficult to arrange; I understand the complaint is first made through his own officers to the Director of Contracts; from the Director of Contracts it goes to the Financial Secretary; from the Financial Secretary it comes to you; from you it goes to the Secretary of State?—In its various stages it might do so.

Chairman.

3566. If the Financial Secretary himself deals with it and it is not, as he considers, of sufficient importance, as not raising any principle, to send it to the Secretary of State, you do not see it at all; it does not go to the Secretary of State?—No.

3567. The majority of cases, as I understand, are dealt with by the Financial Secretary?—That is so.

Mr. *Sydney Buxton.*

3568. I am speaking of a case of importance, of a case that is complicated, such cases as I had rather in my mind in suggesting that they might be more rapidly decided by the Board of Trade; taking a complicated case of that sort it goes through five or six hands, does it not?—No; it goes through three hands, if it is necessary.

3569. It comes to the Director of Contracts?—Yes; and from him to the Financial Secretary.

3570. Wait a minute; Mr. Meajor told us that it comes through a subordinate officer to him; it comes to the Director of Contracts and he refers it to an officer in the locality and then it comes back to him, that is three; then it goes to the Financial Secretary, that is four; then it goes to you, that is five; and then it goes to the Secretary of State, that is six?—Possibly.

3571. Then the Secretary of State decides the case. What happens then? Does it go back through all those six hands?—No; it goes back to the Director of Contracts to carry out the decision.

3572. Then the machinery, in your opinion, is not cumbrous for the purpose?—Not in the least. Put in the way you put it, it sounds very much, but I may point out that the going from one to the other only occupies a very few minutes.

3573. Then when we have it in evidence here that some of these cases have taken many weeks, and even months, to decide, is that inaccurate?—It might possibly be correct, because of the difficulties of getting at the evidence locally.

Mr. *Sydney Buxton*—continued.

3574. Not from any, if I may call it, "red tape" in the office itself?—Not from "red tape." There may be hesitation in giving an important decision on the part of any body, either the War Office or the Board of Trade, but there is no delay beyond that; no "red-tape" delay.

3575. I understand you have read the evidence; having read the evidence here, do you mean to suggest that there is any great confidence on the part of the men and the trades unions in the War Office to deal with these matters very rapidly?—I think the general public have never very much confidence in any of the public departments doing the thing very rapidly, but I think they do it as rapidly in the War Office as any other. I think probably you would find the person against whom the decision is given would not be satisfied in any case.

3576. The complaint is that practically no decision is come to, or the decision takes a long time before it is arrived at?—The facts are often very complicated, and they take a considerable time to sift. If you were to give your decision without sifting your facts, of course you could get it very much quicker.

3577. I assume the facts to be sifted by whatever department it was done?—Yes.

3578. As to the machinery, you say it has to go through a great number of hands at the War Office; do I understand that you think the machinery is more rapid than it is possible for human ingenuity to create outside any Government department?—That is an abstract question; it is difficult to say.

3579. I understand you to say it was done as rapidly in the War Office as it could be done elsewhere?—Yes.

3580. You spoke with regard to your having better information; what is the nature of the information as to which you are more proficient than the Board of Trade would be?—We have a great number of our own agents and officers working at works and employing labour all over the country, and who are accustomed to deal with labour, I mean officers in various departments and services; officers in the Royal Engineers.

3581. Have they any special knowledge about labour questions?—They acquire it in time, because they are constantly dealing with contracts.

Chairman.

3582. They are constantly employing labour?—They are constantly employing labour. The Royal Engineers are a very able body of men, and therefore, presumably, they can acquire that knowledge as quickly as any body.

Mr. *Sydney Buxton.*

3583. The real question in dispute in these cases is what is the current rate in all these districts?—Yes; it is a matter of fact.

3584. You think the officers of the Royal Engineers would be more competent to settle that than some member of the Labour Department of the Board of Trade?—I did not know that you had members of the Board of Trade living in the local districts.

3585. I am

Mr. *Sydney Buxton*—continued.

3585. I am speaking of the Labour Department of the Board of Trade?—You mean they send down somebody to inquire.

3586. To inquire into the dispute, and take evidence on both sides?—The inquiry into the dispute and the collecting of the evidence takes place locally.

3587. I suppose it necessarily must do so?—We have people on the spot, working there, who know all about the local circumstances, and who, I think, are better able to get at the bottom of the question than a person living in London who does not know the locality.

3588. I hope you will not think I am putting the questions the least in a hostile spirit; I only want to arrive at what is the best thing; may I suggest this: the man from the Labour Department of the Board of Trade, with some personal knowledge of these labour disputes, coming down into the district would, of course, take the evidence of your officers there, and what I suggest is, whether he would not be a more impartial and a more knowledgable person in regard to these matters than if you depend, as your Director of Contracts must depend, simply upon the information of your one officer?—No, I do not think so. I think, with a trained official like the Director of Contracts, under another officer who is in touch with Parliament and understands the popular view of these questions, you have as good a tribunal as you can get.

3589. Mr. Major will tell us about this; but I suppose the War Office have no objection, in circumstances where the matter arises, to see the men who make the complaint, or their representatives, as well as the employers?—Not the least.

3590. Do you know if that is often done?—I should think so. Mr. Major will tell you about that; but I should have thought it would have been a matter of course.

3591. However, you still think that even in regard to the specific question of what is the current rate in the district the War Office, in spite of its having to go through all these processes, would be able to decide the matter more rapidly, and with better information, than the Labour Department of the Board of Trade?—I think quite as rapidly.

3592. That is without any professional departmental jealousy of the Board of Trade?—Yes, I have no feeling of that kind. I take it for granted that in the Board of Trade the complaint could not be sent in the first instance to one man, who would deal with it and finally decide it without anybody else ever seeing it, and if you choose to count up the people whom it goes through, you could make up six processes in the Board of Trade as you did at the War Office. For instance, the letter comes in in the postal department of the Board of Trade, and is opened there; that is one process.

3593. That is so also in the War Office, is it not?—Yes, but you counted up six processes in the War Office, and I take it for granted that the same processes would occur in the Board of Trade.

3594. Putting aside the question of the processes, who in your Department is the actual

Mr. *Sydney Buxton*—continued.

person who makes the personal inquiry into the matter and personally decides the case in dispute?—The person who makes the personal inquiry does not decide the case; it is the agent, probably, of the Director of Contracts, either himself or some one in his Department.

3595. Then the person who decides the dispute on its final decision decides it on paper, not by any personal knowledge or communication?—Yes; of course the head of the Department could not possibly go down and inquire into the case.

3596. I understand the Director of Contracts, who practically decides, decides on paper?—He takes the decision of the Financial Secretary.

3597. I take it from what has been said that in many cases the Director of Contracts practically decides the matter?—Sometimes he personally inspects and inquires.

3598. The bulk of the cases he decides on paper, does he not?—On the report of his agents and the evidence they produce.

Mr. *Banbury.*

3599. I understand that you send a local man and make inquiry down in the district?—Yes.

3600. Then the local man reports to you as the head of the Department, or to the Department?—Yes.

3601. Therefore there would be no difference between the process carried out now and the process that would be carried out if the Board of Trade sent anybody; there would be a local inquiry in each case, and the only difference would be that the results of that inquiry would be reported to the Board of Trade instead of to your Department?—The Board of Trade would, as I understand, have to send somebody down; they have no local officers; we have local officers.

3602. Therefore it makes no difference as to holding a local inquiry whether you have a local officer upon the spot or whether you send somebody from London?—Except that our officer is upon the spot.

3603. That is rather in favour of the present system, because the officer of the Board of Trade would be somebody residing in London, whereas your officer is residing on the spot and is thoroughly conversant with the circumstances of the case?—Yes.

3604. Therefore the evidence seems to prove that for a thoroughly impartial inquiry the present system is the best?—I think it would be the best.

Sir *Arthur Forwood.*

3605. You were asked as to its being a decision on paper; the decision given on paper is a decision upon the evidence laid before the officer who has to give the decision?—Yes.

3606. The evidence is on paper?—It is reduced to paper.

3607. Evidence that has been at some stage *vivâ voce*?—Yes.

Mr. *Sydney Buxton.*

3608. Are there many cases in which it is necessary to hold any local inquiry in order to ascertain what the current rate of wages is?—No;

Mr. *Sydney Buxton*—continued.

No; out of the number of complaints that come, comparatively few reach that stage.

Mr. *Austin.*

3609. As regards your Department having better machinery than the Labour Department of the Board of Trade, I suppose you are aware that the Board of Trade has labour correspondents throughout the country?—Yes, I know that.

3610. And that any variation of wages is recorded in the "Labour Gazette" from time to time?—Yes.

3611. And any dispute also is recorded in the "Labour Gazette"?—Yes.

3612. Then how is it that the War Office on this matter could have a better machinery than the Labour Department of the Board of Trade, when they have a special staff for that purpose?—I do not know that you could always be quite certain that the labour correspondents would be absolutely impartial in the complaints that might be made; that would be the difficulty.

Sir *Arthur Forwood.*

3613. He is usually the representative, is he not, of the trades unions of the district?—Yes, sometimes he has the views of the complaining party rather more before him than those of the other side.

Mr. *Austin.*

3614. Are you aware that he is there simply to record the details, without giving opinion one way or the other as to his views?—Yes, but he looks at the facts through the colour of his own spectacles.

3615. Still you do not answer my question; he gives no expression to his own views on the matter in dispute, does he?—No. He states the facts according to the way he sees the facts.

3616. He gets them both from employers and employed?—Possibly.

3617. I want to direct your attention to the evidence of the Director of Army Contracts when he was examined here last year. This question was put to him by the Chairman at No. 316: "How do you enforce compliance" with the Fair Wages Resolution, and in reply he says: "We do not initiate inquiries in these cases; as a general rule we wait for representations from some quarter or other." Therefore it is a haphazard compliance, is it?—I do not quite know what Mr. Major meant when he said that, but I take it for granted you never would inquire into a thing if there was no complaint. What he means is that we inquire into complaints when we get them, but we do not initiate inquiries before we get complaints.

3618. What step does the Department take to enforce compliance with the Fair Wages Resolution?—I did not know there was a Fair Wages Resolution; there was a current wages resolution. We have nothing to do with "fair wages."

3619. You know it is commonly known as the Fair Wages Resolution, and it is mentioned in the debates of the House of Commons as such?—Yes, I know it is so alluded to, but it is not accurate.

3620. In the same evidence of the Director of Army Contracts he says that "representations," that is, with regard to the non-payment of the current rates, "occurred mostly in the building trades"—Yes.

Mr. *Austin*—continued.

3621. I must revert back to the Board of Trade again; considering the Board of Trade has reports sent to it regularly stating the wages in the different districts, what better authority could you have than by going by the standard of the Board of Trade for evidence in the matter?—I cannot say exactly how far the Board of Trade inquiry is absolutely conclusive on these questions, but having an enormous business to deal with in regard to contracts, if there is a complaint we prefer going into it ourselves, and deciding it for ourselves. We get any information the Board of Trade have got to assist us in the matter, but we prefer taking the evidence and knowing exactly what the evidence is, and deciding upon the evidence.

3622. If it was a question of what was the current rate in the district, how would you get at it in deciding what ought to be the rate in the contract?—You would get it by inquiring what the current rate was of the various employers of labour, and what was the extent of the labour employed by those various people. You might find three or four very small people employing, perhaps, a hundred men who would give a high rate to their men, while other people employing many thousands would give a different rate. I take it that the rate that the many thousands were receiving would be the current rate in the district.

3623. You go according to that?—You take that to be the current rate, I take it.

3624. Therefore, generally, the current rate is the wages as established by some organised motive?—No, I think there is an organised motive sometimes to establish what they would call the new current rate, but the ordinary current rate is the current rate that the labourers themselves take.

3625. How could the current rate be got at at all if it was not by some organised power?—It is got at by inquiry from the various employers of labour as to what rates of wages they pay; we find they will always give us that.

3626. Suppose after conferences of employers and employed the majority of the employers of the district and the majority of the employed in the district agree to a certain rate, is not that what you would call the current rate?—If it is paid to the majority, that would be the current rate.

3627. You would go by that?—Yes; that would be the current rate if it is paid to the majority in number.

Mr. *Aird.*

3628. As I understand the matter, these works are carried out by a contractor employing men, the War Office desiring to hold the balance between them as regards any clause in the contract appertaining to wages?—Yes.

3629. And I gather you think that instead of simplifying it, it would greatly complicate matters if a fourth party, namely, the Board of Trade, were to be introduced to interfere with us?—I think

Mr. *Aird*—continued.

think that would invite a great many complaints on the chance of getting something out of it.

3630. I also gather that you are of opinion that the Royal Engineer officers in charge are better able to know the true circumstances of the case, and to deal with it more quickly than any representative of the Board of Trade could be if he were sent down for that purpose?—Yes; they have more local knowledge than anybody merely going there for a day could possibly have.

3631. I think you would also agree that to send a Board of Trade representative to interfere with a public work would be very detrimental to the working question, as it would lessen the authority of the person in charge?—Yes, I think so.

Mr. *Sydney Buxton.*

3632. How would it interfere with the work?—If people thought they could always go behind the back of the working man and make a complaint, and get it inquired into by somebody who had no connection with it, probably it would rather invite them to take that course on the chance of getting something out of it.

3633. How would that be an interference with the work?—It would be an interference with the workmen and the contractor.

3634. How would it be an interference?—I should think the contractor would look upon it as an interference.

Mr. *Banbury.*

3635. It would lessen your authority, I presume?—Yes.

3636. It would lessen the authority of the person in charge, who was to be the arbitrator between the two parties?—Yes. I have no doubt our officers there get many complaints that do not come to us, but which they settle locally; of course, any important complaint the Royal Engineer officer would at once send up to the War Office.

Mr. *Sydney Buxton.*

3637. In reply to a question of Sir Arthur Forwood's you said that one advantage of your system is that at present there is a *vivâ voce* examination into the case; would you assert that in every case of substantial complaint there is a personal examination by the officer in charge in the district?—I could not give evidence as to that because I do not follow all the cases minutely. Mr. Major could tell you that, but I take it for granted that an intelligent officer in the district if there was such a complaint would see the people and would see the contractor.

3638. He would see both sides?—Yes.

3639. Do you think that is usually done?—

Mr. *Sydney Buxton*—continued.

The Director of Contracts could tell you better than I whether it is usually done or not.

3640. As the responsible officer of the War Office let me ask you should you consider it proper for the purpose of seeing that the Resolution of the House of Commons is carried out to have the men who had made the complaint examined in the presence of their employer by a person sent down by the War Office for the purpose?—I should think he had better examine them separately.

Chairman.

3641. Something has been said about cases at the War Office going through six hands; that is not necessarily so, is it?—No.

3642. The great majority of these cases would be dealt with by the Director of Contracts having been prepared for him after preliminary investigation by an officer under him; and unless settled by him would go to the Financial Secretary?—Yes.

3643. Beyond that it would not be necessary to go unless there was a question of principle to be solved or some important action to be taken?—Quite so.

3644. So that, as a rule, it is two hands and not six hands through which the cases go at the War Office?—Yes.

3645. Mr. Buxton asked you how long it took before a decision was arrived at; but that, I presume, is a question which had better be put to the Director of Contracts?—Yes.

3646. For the simple reason that, in the majority of cases, you do not see these complaints at all?—Quite so.

3647. They do not come to you?—No.

3648. You have been asked as to the majority of workmen settling what was or was not the current wage; I assume you do not mean a mere majority; that is to say, if there 1,001 men taking a certain rate of wages, and 1,000 taking another rate, you would not declare, I suppose, that the 1,001 men settle the current wage, but I imagine the case would be so open to doubt that it would be very difficult to decide?—Yes.

3649. So that you do not mean a bare majority?—No.

3650. You mean such an authoritative majority as practically settles the point?—Yes; a majority that proves the men are being underpaid.

3651. As regards the Royal Engineer officer, you do not assert as I understand, that *qua* engineer officer, he is necessarily the best person to make these investigations; but from the fact that he is himself locally employing labour in the district and therefore becoming acquainted from day to day with the current wage?—Yes.

Mr. ALFRED LANGTON, called in; and Examined.

Chairman.

3652. I BELIEVE you are a member of the firm of Humphrys, Tennant and Company, engineers on the Thames?—I am.

3653. Have you heard the evidence that has been given here with regard to the wages on the

Chairman—continued.

Thames by one or two witnesses, and the statements they have made?—Yes.

3654. You come here with regard to that evidence and those statements?—Yes.

3655. I believe you have a statement to make to

Chairman—continued.

to the Committee; would you kindly make it?—The firm of Humphrys, Tennant and Company, of which I am a member, has been freely handled by some of the witnesses in conjunction with Messrs. Penn and Messrs. Maudslay. Now I can quite understand that this question of the current rate of wages is a difficult one to an outsider. I shall be glad if I can put it in a clearer light by some statements I shall make. I should like to take the example of the machinery for battle ships and cruisers, as this is the only one in which Messrs. Maudslay's, Messrs. Penn and ourselves are in any way interested. Even at the expense of re-traversing certain of the ground gone over by Mr. Maudslay on Monday, I will place before you our reasons for maintaining that we do fulfil the conditions laid down by the Admiralty that we are to pay the "current rates." Firstly, that the three firms named, Messrs. Penn, Maudslay, and Humphrys are the only firms in the London district that make such engines. Secondly, that we can command a constant supply of the very best workmen in the country. Thirdly, that we number amongst our workmen what are called society men and non-society men, and numbers of these men have been in our employment 10, 20, and 30 years, and more; and that our relations together are most harmonious, and we have worked together to our mutual satisfaction. Fourthly, that the three firms named pay practically the same rates of wages. Fifthly, that we do not recognise any such minimum rates as those which the several unions of the men are now seeking to impose. There has been a good deal of evidence on a side issue as to the rates paid by other firms in the London district doing a different class of work, with a view to prove that these firms pay a higher rate of wages than we do, and that we should pay the same; but, as Mr. Maudslay showed, these firms are doing a different class of work, and in many cases work under different conditions to ourselves; and we contend that there will always be a difference between our rates and theirs, and a rise in our wages will mean a corresponding rise in theirs, and you can never establish a uniform rate, and the unions are keen enough to see this; so that the only way to gauge the "current rates" is to compare the rates paid by the firms doing precisely the same class of work. I should like now to turn to the evidence given by Mr. Brown representing the London District Committee of the Amalgamated Society of Engineers. I think it is greatly to be deplored that in his endeavour to establish his contentions he allows himself to make such astounding false statements, which I feel sure would be indignantly repudiated by every right-feeling man in his society. I will refer to his answer to Question 1487, where he says that we employ "an extraordinary number of boys." Now this is the reverse of the truth. We, in fact, have not many boys, as, owing to the exigencies of our work we employ men where boys under other conditions would have been employed. The boys we do have are mostly recruited from the sons of our own men; and the privilege of having their sons taken on is much appreciated by them, and we have many more applications than we can possibly grant.

Chairman—continued.

Now, if you will kindly refer to Question 1492, Mr. Brown quotes a letter written by his society to the Admiralty, which says: "None of these three firms" (alluding to Messrs. Penn, Maudslays, and ourselves) "pay the wages current in our trade, and are therefore unable to get competent men, and, as a consequence, boy labour is very largely resorted to." I think there can only be one inference from those statements, and that is that we cannot get competent men, and therefore are unable to turn out competent work. This is absolutely false. We can have, and we have, the very pick of the competent men, and as many as we want. Our machinery for war vessels has a world-wide reputation for unsurpassed excellence, and as being work of the very highest class that can be turned out. I do not think the members of Mr. Brown's society, of whom we have a large number in our employ, will be very grateful to him for thus disparaging their work, of which I know they are so justly proud. I should like now to turn to Mr. Mosses' evidence at Questions 2883 to 2886. Mr. Mosses' ignorance of us is somewhat amusing, as he has never heard that we made battleship-engines at all, and compares us with Messrs. Brotherhood, who only make auxiliary machinery. I really felt inclined to pass this over in silence, but I reflected that perhaps even fiction uncontradicted might some day pass as truth, so I should like to tell the Committee that we have at the present moment on order (in stages varying from practical completion to initial stages) machinery for 12 battleships and cruisers, aggregating 165,000 horse-power, and averaging nearly 14,000 horse-power each set, and I think we have made more engines for battleships for the British Navy than any other firm. I cannot but feel, looking at the evidence given by several secretaries of the men's societies, that there is a sad want of appreciation of the whole situation, and that they do not seem to realise how in all these vexatious interferences they are not serving the best interests of the men whom they represent, but that they are doing all they can to strangle all individual liberty, and are killing all enterprise and trade in this country, the failure of which must be the ruin of the working man.

Sir *Arthur Forwood.*

3656. The three firms in London whom you have named have to compete, have they not, for the English Admiralty work with the Clyde, the Tyne, Barrow, and elsewhere?—That is true.

3657. Do you consider that in adjusting the rate of wages which you pay for this work, you can take into consideration the rate of pay payable at other places?—I should not say so. Perhaps you mean whether, when we are making tenders, we consider what the other tenders are likely to be?

3658. I mean as bearing upon the current rate of wages?—I should say the current rate is fairly to be taken as the current rate paid in the London district by firms making these sorts of engines, that is the way I should put it.

3659. By the three firms who do the bulk of the work?—Yes.

3660. The three firms who do the bulk of the work,

Sir *Arthur Forwood*—continued.

work, having to compete with the other districts in the country, naturally adjust their wages to some extent by what their competitiors may be paying elsewhere?—I think I should say the wages really adjust themselves. Unfortunately we cannot regulate our own wages; I wish we could.

3661. You told the Committee just now the enormous amount of work you have in hand, representing, I suppose, a million?—I have not totalled it up, but I should think it does not come to quite so much as that.

3662. Shall I say about three-quarters of a million in value?—Yes.

3663. That means an immense amount of labour?—An immense amount of labour.

3664. If you are handicapped by the Admiralty as to the rate of wages you should pay, naturally you would have a difficulty in securing, at a reasonable price, that work which your competitors elsewhere are paying a lower rate of wages for?—Undoubtedly.

3665. A reference has been made to the character of the work you do. In addition to the British Navy, you do a considerable amount of work for the Russian Admiralty, do you not?—Yes, we have made three sets of battleship engines for the Russian Government lately.

3666. Excepting in one yard in the Thames, battle-shipbuilding has pretty well gone from the Thames, has it not?—Yes.

3667. But you three firms have managed to keep a very large proportion of the engineering work?—That is perfectly true.

Mr. *Banbury.*

3668. You alluded to Messrs. Brotherhood. I suppose you know the sort of work that they do?—Yes.

3669. Would you refer to Question 1512 of Mr. Brown's evidence at page 71. You will see there, in answer to Mr. Sydney Buxton, Mr. Brown said that Maudslay, Sons, and Field, pay a certain amount to drillers, and that Messrs. Brotherhood pay considerably more. Mr. Sydney Buxton then asked: "For identically the same work," and the answer is "Yes." Is that correct?—I cannot say, because I do not know what Messrs. Brotherhood pay.

3670. Is the work the same?—That I cannot say either.

3671. As regards the firm mentioned in the next question, the London Small Arms Company, do they do the same class of work?—I really do not know. I want you to understand that we say that our class of work must be taken as a whole, that is for battle-ship engines; and therefore those firms that you are mentioning do not touch the question at all; they are not making battle-ship engines.

Sir *Charles Dilke.*

3672. As regards the Tyne, do you know what your rivals on the Tyne pay in the way of wages?—I do not exactly, but I know it is considerably under us.

3673. The rate of wages generally at Newcastle is under the London rate, is it not?—Yes.

3674. Do they pay the rate which the Amalgamated Engineers would work for at Newcastle?—I should think so; I should not like to state that as a fact, but I should think it is undoubtedly so, because I know there has been a good deal of question between the Amalgamated Engineers and themselves in one way or another; so that probably they do.

3675. I suppose you admit that you do not pay the rates which the Amalgamated Engineers lay down?—We do not pay what they seek to impose upon us.

3676. Of course these rates are higher in London than they are elsewhere?—Yes, considerably higher.

3677. What compensating advantages do you get as against the dearer rate of labour in London; how is it you are able to work in London?—I really cannot tell you, except, I suppose ——

Mr. *Banbury.*

3678. Perhaps your profits are less?—Perhaps we do not make so much profits as they do. I am sorry to say in Admiralty work our profits are nil, speaking of our last contract.

Sir *Charles Dilke.*

3679. If it is a fair question to ask, do you think we ought to strain the Fair Wages Resolution (supposing it came to that) in order to keep the work in a particular place where it is at a disadvantage, from the cost of living, for example?—It would be a great advantage, no doubt, to the London workmen if a higher rate of wages might be paid on that account.

3680. There might be grounds applying to your business of naval shipbuilding which did not apply to industries generally; I mean to say there might be military and naval grounds for having such establishments on many estuaries?—I perfectly agree.

3681. Although that is travelling perhaps a little wide, still it is almost necessary to a fair consideration of the subject. As regards such work, do you think the Resolution ought to be strained, or do you not think rather that a somewhat higher rate ought to be allowed in contracts, on account of the higher general rate of labour?—You could certainly work it both ways; it would unquestionably be to the advantage of the London engineers if a higher rate were allowed.

SIR ARTHUR FORWOOD HERE TOOK THE CHAIR.

Mr. *Sydney Buxton.*

3682. Speaking as you do, as I understand, on behalf of Messrs. Humphreys, Tennant and Company, do you take substantially the same

Mr. *Sydney Buxton*—continued.

view as Mr. Maudslay did in regard to the Fair Wages Resolution, namely, that it is a mistake?—I do not think it was intended to be a mistake, but

Mr. *Sydney Buxton*—continued.

but I think in its application it is a mistake, because it is not defined enough, and, therefore, it puts a handle in the hands of the unions to work it to their advantage.

3683. Would you kindly explain how you mean it puts something into the hands of the union to use to their advantage?—Because the current rate of wages is not defined sufficiently. If "the current rate of wages" was defined, for instance, we will say, taking our London district as the current rate of wages paid for work of a similar class to that tendered for, then, I should say, that would be a fair way of putting it; I mean you must take the class of work into account. For instance, taking battleship engines and also engines for cruisers, if it was specified that it must be understood that by the current rate of wages was meant the rate usually paid for this class of work in the district, then I should think that fair.

3684. By which you mean this, taking the case of drillers, for instance, you would say as regards engine work there would be one rate, and as regards shipbuilding another rate?—Our production is battleship engines and cruiser engines, and I say you must take the thing as a whole and not piece it up with this class and that class of work. For instance, a man working in wood is using the same tools, but he produces a different thing.

Mr. *Buchanan.*

3685. Your contention is that the making of battleship engines, the work done by you and these two other firms, is a separate industry?—I say the other firms outside these three firms do not do the same thing at all. My contention is that the class of work that we do should be placed upon its own merits and not be compared with different work; for instance, in the London district, as I say, you cannot arrange all the current rate of wages to one level, you would find it impossible.

Mr. *Sydney Buxton.*

3686. Would not that in a way even further complicate the difficulty in arriving at what was the current rate rather than avoid it?—In our case that would be simple enough.

3687. That is to say you make your own rate?—No, the three firms, of course, will have their rate.

3688. As, indeed, they do now?—Quite so.

3689. You have spoken a good deal about identic work, and the rates of wages varying; could not one say that the pattern makers in the Thames Ironworks and the pattern makers in your workshops do substantially the same class of labour?—Certainly, but we are coming back again to what I have pointed out, that the final result is not the same, the result is not the battleship engine in the case of the Thames Ironworks.

3690. Possibly not, but as regards the actual amount of skill and labour that the man puts into it, the work is the same, is it not?—Possibly it would be.

3691. Taking pattern makers as an illustration; in regard to a man who is practically putting in the same amount of skill and labour in the Thames Ironworks, is he not receiving a higher rate from the Thames Ironworks than from you?—Possibly that is so; but I think it is wise not to take the Thames Ironworks as a comparison.

3692. Shall I take Brotherhood's?—Brotherhood's are doing an altogether different class of work.

3693. Are there no pattern makers, for instance, in Brotherhood's, putting the same skill and labour into their work as they do in your employment?—It is a different class of work.

3694. I understand the result is different, but the actual momentary work of the man is the same, is it not?—They work upon wood, of course, and make certain patterns, but the patterns are not the same.

3695. Is the class of labour more or less skilled in their case than in yours?—It is a different class of work altogether.

3696. Why do you say it is unwise to take the Thames Ironworks as a comparison?—Because the Thames Ironworks is really one man's hobby, and they have got there already the eight hours.

3697. Do you object to the eight hours?—Yes, seriously.

3698. You also object to the Thames Ironworks paying their men higher rates?—If they like to pay higher rates I have no objection.

3699. But you do not want to follow their example?—Certainly not.

3700. I take it that what you mean with regard to the Thames Ironworks is that they pay a fancy rate?—What I mean is this: you know that they have there a sort of sharing good-fellowship scheme, and they have the eight hours and all those things, and therefore you can hardly compare them with Messrs. Penn and Maudslay's, and ourselves.

3701. You consider that you carry on your business in a more businesslike footing?—Yes.

3702. And therefore rates of wages in your business are lower than in theirs?—I say ours are the current rates and theirs are different.

3703. The result is that your rate of wages is somewhat lower than that of the Thames Ironworks?—Possibly it may be. Then you will remember that there are other conditions that come in besides; they are on the other side of the water.

3704. You spoke about the vexatious interference of trades unions, and you also said that you could get as much labour as you like at the rate of wages you pay; do you disapprove altogether, in principle, of the men combining, just as the employers may combine?—Not in the slightest.

3705. With regard to the three firms, Maudslay's, Penn's, and yourselves, do you pay identically the same rate for the different classes of work?—I believe identically the same.

3706. And you employ substantially the same proportion of boys?—That I cannot say; I do not know what Messrs. Penn or Messrs. Maudslay employ.

3707. So far as your firm is concerned, you deny that you employ an undue proportion of boys?—Undoubtedly.

3708. Did

Mr. *Sydney Buxton*—continued.

3708. Did you hear Mr. Maudslay's evidence?—Yes.

3709. Do you substantially agree with what he said?—Practically, yes. I should not, of course, like to bind myself to everything he said——

3710. But substantially you agree with his view with regard to the Fair Wages Resolution, and the difficulty of carrying it out?—Yes.

3711. And the mistake it was?—Yes.

3712. Do you pay the same rate of wages exactly on your private contracts as on your Government contracts?—Precisely the same.

3713. If you agree with Mr. Maudslay, I need not trouble you with any more questions?—No. Practically I agree with his evidence.

Mr. *Banbury.*

3714. With regard to what Mr. Sydney Buxton asked you as to whether you objected to the men combining, I understand you employ both non-union men and union men?—That is so.

3715. It is perfectly indifferent to you whether you have union or non-union men?—Perfectly; we never make any inquiry whether they are union or non-union men.

3716. As a matter of fact we have it in evidence that the Thames Ironworks are practically a trades union shop?—Yes.

3717. And only employ trades' unionists?—Yes.

3718. Therefore they are not so fair as you, inasmuch as they only employ only one set of men?—Yes.

Mr. *Sydney Buxton.*

3719. In regard to Messrs. Yarrow, should you say that for identic work, that is to say

Mr. *Sydney Buxton*—continued.

where a pattern maker, or whatever he may be is putting the same labour and skill into the work as a man in your employ would; they are paying a higher rate than you do?—I do not know what rate they pay; but there again I would point out they are on the opposite side of the water and working under different conditions; and there again my old contention about their turning out a different class of work would come in.

3720. You mean different in result?—That is the point I want to press. I might say that a great many of the men at Messrs. Yarrow would not be suitable for our work.

3721. That I quite understand, but I am speaking of the identic work for the men?—Yes, I quite understand your point, and I want you to see mine too.

Mr. *Austin.*

3722. You used the expression in your statement that these vexatious interferences were "strangling individual freedom." Do you deny the right of the workman to get as high a price for his labour as he can, and do all he can by legitimate means at his disposal to attain that end?—Certainly not. I admire him for it if he can get it.

3723. Then where does the strangling come in?—What I mean is this. I believe, taking the men in our own employment, if they were free to act as they liked we should not have any trouble at all; we could arrange between ourselves whatever we wanted.

3724. Do you think that the position and whole social life of the workman to-day would be as good if they were left to themselves without any trade organisations whatever?—That is a very large question.

3725. I will not press the question?—It is a big question.

Mr. JOHN PENN (a Member of the House); Examined.

Chairman.

3726. I THINK you represent Messrs. Penn and Sons, Engineers?—Yes.

3727. Have you read the evidence that has been given by the various witnesses affecting the engineering trade in London, and your own company in particular?—Yes.

3728. Would you like to make a statement in connection with that evidence?—I could only go over the ground that Mr. Maudslay and Mr. Langton have been over. I have listened to everything they have said. I am substantially in agreement with both those gentlemen.

3729. With regard to the statements that have been made in the earlier evidence affecting the number of boys and the rates of pay, and various other things which have been contradicted by Mr. Langton; as regards your concern, are those statements generally right or wrong?—I think the statements which are in the evidence which I have in my hand are certainly wrong. Mr. Brown, in his evidence, makes a great point upon the boys; he attacks us more especially about the boys. As to that, I should like to point out that ours is a very old concern, that it is full of small tools; that boys are employed

Chairman—continued.

upon a certain class of work, such as bolts, nuts, and small cocks, and things of that sort, and that if we did not employ boys at Greenwich we should buy the same things from outside, where boys would be employed too, and that if we were to stop employing boys we should have a large amount of plant standing idle. Their parents and their people like the boys to come, and it is considered a great privilege to get them into the place.

3730. If you were to buy from the outside the same things which these boys are making, those outsiders might employ boys, and you would have no control whatever as to whether they paid the current rate, or employed an over proportion of boys or not?—Absolutely none.

3731. As regards the question of competition, you have keen competition for engines produced for the Admiralty elsewhere, have you not?—Painfully keen competition.

3732. You pay as full wages, I take it, as the price you can get for the work will admit of?—Yes, but I think the wages we pay are much higher than is ordinarily supposed, so far as I can see; they may not be what the trade union

Chairman—continued.

union say is the trades union rate; but I do not think the Fair Wages Resolution of the House of Commons dealt with the trades union rate; it dealt with the rate current in the trade.

3733. Do you interpret the current rate to be the current rate of a particular district or of a larger area?—If you go on the words of the Resolution it is the current rate in the trade, and therefore it applies to engines, for instance, where brought into competition with outside centres, but I do not wish to go so far as that; it would be impossible in London; in London the wages are higher; there is no doubt about that.

Mr. *Austin.*

3734. Of course, the cost of living is higher in London, is it not?—I do not know; I suppose it is; but certainly the wages are higher in London.

Mr. *Sydney Buxton.*

3735. You said just now that the wages which you and these two other firms paid were substantially higher than it was very generally supposed that they paid; has there been any statement made as to that in the evidence given here to which you object?—There is a statement here in answer to Question 1495.

3736. Would you read it?—This statement, I think, deals with December 1893, and I just checked it to see how it stood. It says here (at the top of the right-hand column of page 9) the work was "chiefly done by boys, there being only about 30 men, seven only of whom are receiving 38*s.*, the remaining 23 being paid at 36*s.* per week." That is not the case; those figures are quite wrong.

3737. You pay more?—Yes, certainly.

3738. Could you state what you do pay actually?—This was in 1893; I could tell you what we did pay in 1893.

3739. In regard to these particular classes of labour that have been mentioned, have you and these other firms raised your rate of wages in the last year or so?—I take it that wages have certainly gone up slightly the last three years.

3740. Do you know what you are paying the pattern makers now, for instance?—I cannot tell you straight off.

3741. I understand that Messrs. Penn employ a great number of trade unionists?—We make no distinction whatever as between unionists and non-unionists. Might I mention there is somewhere in the evidence a suggestion that unionists receive the trades union rates, whereas the non-unionists receive considerably lower; that is altogether untrue.

3742. I think there must have been some misunderstanding about that, for I do not think anybody could assert such a thing as that?—At Question 1528, Mr. Brown says that at our works the society men "receive the full rate, whereas the non-society men receive 36*s.* and under." That is a point I would like to contradict.

3743. But you do employ trades unionists?—Certainly.

3744. Since the rate of wages was raised in the last two or three years have you employed a larger number of unionists?—We never inquire; I have not the least idea what the proportion of unionists and non-unionists is.

Mr. *Sydney Buxton*—continued.

3745. Do you know whether a larger number are willing to come to your employment now that the wages have been raised?—No, we have always got as many as we want. I do not quite follow your question.

3746. My question is, whether since your rate of wages has been brought more up to what the trades unionists consider the recognised rate, you are now employing a larger number of unionists than formerly?—I do not think so. We ask no questions as to whether men are unionists or non-unionists; we recognise no difference at all.

3747. In the answer to Question 1528, it is said that the non-society men "receive 36*s.* and under"; what would be the rate that the non-unionists are receiving?—Each man is receiving what he is worth, whether he be a unionist or a non-unionist.

3748. Do I understand you to object to the figure of 36*s.* mentioned there?—No, I object to the statement that the non-unionists are receiving 36*s.* and the society men 38*s.*

3749. I understood that, but I understood you also to object to the figure of 36*s.*?—No, I object to the statement that there is a difference made between unionists and non-unionists.

Mr. *Banbury.*

3750. You object to what is conveyed there, that you take advantage of a man being a non-unionist?—Certainly. We do not ask any question as to whether they are unionist or not.

Mr. *Sydney Buxton.*

3751. You have heard the questions which have just been asked of the previous witness, and Mr. Maudslay's evidence also?—Yes.

3752. I should like to ask you whether you agree with the last witness in this respect; I understood the last witness, Mr. Langton, to say, that in the working of the Resolution, if it is to be worked at all, you must, in order to arrive at what is the fair rate, take into account the class of work in a particular firm, and see whether it is or is not the same as that in another firm, before you can decide what is the current rate; that is to say, you must have different current rates for the same class of work, looking at the result turned out. Mr. Langton will correct me if I am wrong in stating that as what he said.

Mr. *Langton.*] I do not think I quite said that.

Mr. *Sydney Buxton.*

3753. (To Mr. *Langton*): Would you state what you did say?—What I meant to convey was that you must compare the wages paid with those paid by firms who are doing a similar class of work.

Mr. *Banbury.*

3754. What you meant practically was this, was it not, that where an order was given for a set of engines for a battle ship, the current rate must be decided by what other people who make battle ship engines pay, and that you must not compare an order given for battle ship engines with

Mr. *Banbury*—continued.

with an order given for a locomotive engine?—Quite so; that is the principle to go upon.

Mr. *Sydney Buxton.*

3755. Taking the case of a pattern maker, according to your idea, in order to interpret the Resolution, there would perhaps be different current rates in the same district, because the pattern makers would be working at different classes of work?—There might be.

3756. There might be 20 different current rates for the same class of labour?—Yes.

3757. (To Mr. *Penn.*) Do you agree with that?—Yes, I think so.

3758. I understand you substantially to agree with what the last witnesses, Mr. Langton and Mr. Maudslay said with regard to these three firms?—Yes, absolutely.

Mr. *Austin.*

3759. Of course, as regards the point of unionists and non-unionists, you are aware that it is the rule of the Amalgamated Society of Engineers for their members not to take less than a minimum rate?—That may be the rule, but we do not inquire whether a man is a unionist or a non-unionist. If he does not like to he does not come.

3760. The fact of a man not taking less than 38*s.* indicates that he is a member of the Amalgamated Society of Engineers, does it not?—I could not tell you that.

Mr. *Aird.*

3761. I take it that in your opinion it is a very great advantage to the parents that their boys as they grow up should be employed at your works?—That I think is clear, because though we have a very large number of boys, we could double that number if we had the space to put them in.

3762. Would it be also a great advantage to a boy to have had an opportunity of being in the works when young to fit him for the heavier work at a later period of his life?—I should think so.

Mr. LUMLEY ARNOLD MARSHALL, called in; and Examined.

Chairman.

3763. WHAT is your position in the Post Office?—I am a Principal Clerk in the Post Office.

3764. You have read the evidence that has been given before the Committee affecting your department?—Yes.

3765. Which is the particular witness whose evidence you wish to refer to?—It is the evidence of Mr. John Shannon that I have been instructed to come here about.

Mr. *Sydney Buxton.*

3766. Perhaps it would be convenient if I put to you shortly what I understand to be the allegation against the department. I have not had time to refresh my memory, so that you will correct me if I am wrong. The allegation is practically this, that complaint was made with regard to the rate of wages paid by a contractor, Messrs. Harrington, that a communication was made to the late postmaster at Liverpool, and an interview was arranged between the Society of Mail Cart Drivers and Coach Makers and the Post Office representative; that, practically, a promise was given on behalf of the department that Messrs. Harrington should raise their rates and would agree to pay what the people complaining recognised to be the substantially fair amount and the current rate; that then communications took place with the department in regard to that matter, but that subsequently to that no further communications were had from the Post Office, and nothing was done to make Messrs. Harrington conform to the agreement?—That is the allegation.

3767. What is the reply?—The reply is that the wages mentioned in the interview with the postmaster at Liverpool were carried out. Mr. Shannon said he did not receive any answer from the department, but the explanation of that is that when the negotiations with Messrs. Harrington had got to a certain point Mr. Almond, the secretary of the Liverpool Horsemen's Union, stepped in and made fresh representations (that some two months or so afterwards), with the result that Messrs. Harrington finally agreed to pay the wages suggested by Mr. Shannon and Mr. Almond. Mr. Almond was informed of the result of that as long ago as 12th December 1895; unfortunately, he was looked upon by the department as having succeeded Mr. Shannon in the matter, and he was informed of the result on the 12th of December 1895, and the matter was considered as closed.

3768. Do I understand, as a matter of fact, the wages were advanced?—The wages were advanced; I think Mr. Shannon asked for 24*s.* and 27*s.* a week, and what was given was 24*s.* and 28*s.*, minus 1*s.* 6*d.* in each case for the value of the uniform; so that you may put either way 24*s.* and 28*s.*, minus 1*s.* 6*d.* a week, or 26*s.* 6*d.* for drivers of two horses, plus the uniform, and 22*s.* 6*d.* for drivers of a single horse, plus the uniform; those wages are being paid now; the matter was regarded as closed in December 1895, nearly two years ago.

3769. Was it not practically admitted by the Post Office at this conference that the recognised rate was 24*s.* a week and 27*s.* a week, respectively, for drivers of one horse and two horses?—I think it was practically admitted.

3770. Do you know whether that is the rate paid by most of the other firms in the same way of trade as Messrs. Harrington, at Liverpool?—We made a comparison with the corporation drivers, and we found that for one-horse vehicles they received 26*s.* a week, but they worked longer hours.

3771. And what did the men with two horses receive?—I have not the figures for two horses.

3772. But do you think it was understood at this conference that the rate of 24*s.* was to mean only 22*s.* 6*d.*, plus 1*s.* 6*d.*?—I do not think that was

Mr. *Sydney Buxton*—continued.

was understood in the first instance; in fact, in the first instance Messrs. Harrington did not agree to pay so mnch.

3773. I do not understand that the allegation was that Messrs. Harrington agreed. What was stated was this; if you will refer to Question 2331 you will see that the representative of the Post Office (according to the witness) stated to Mr. Harrington, "you must consider these terms, and if you are not able to comply with them you will have to give up the contract." Is that a correct statement of what took place?—Yes; practically.

3774. That means, does not it, that the representative of the Post Office at that interview admitted that the current recognised rate was 24*s.* and 27*s.* respectively?—I am not prepared to say that he exactly admitted that; he had to receive instructions from the Department first.

3775. I understand you to say that the promise of the Department has been carried out, that Messrs. Harrington are now forced, or have agreed to pay the recognised rate, but that they are not paying 24*s.* and 27*s.*, but 22*s.* 6*d.* and 26*s.* 6*d.* plus 1*s.* 6*d.* for uniform?—I say the promise of the Department has been practically carried out; the Department never bound itself to these prices of 27*s.* and 24*s.*, as I understand it.

3776. Then you think that the answer to Question 2331 is not a correct statement of what occurred?—I am not prepared to contradict it. I do not quite know what passed.

Chairman.

3777. You look upon the gift of the uniform as a certain value in money?—That is so.

Mr. *Sydney Buxton.*

3778. I understand the corporation give 26*s.*, plus uniform?—The corporative give 26*s.* a week. I do not know what they do about uniform.

Chairman.

3779. What class of work is it that the corporation do analogous to the Post Office work?—The arrangement made by the Post Office was thought to compare not unfavourably or inequitably with the case of the corporation drivers, allowance being made for the heavier duties performed by the corporation men, and the greater responsibility thrown upon them in the collecting of money. The corporation also work more hours in the week, they work 13½ hours on week days, whereas the mail-cart drivers work about 11 hours on week days.

Mr. *Sydney Buxton.*

3780. Do you know if it is correct, as stated in answer to Question 2344: "Meanwhile, since July 1895 have Messrs. Harrington made any alteration or increase in the wages they have paid," and the witness says, "Mr. Harrington made an alteration of a shilling in a few cases; but he stopped their dinner hour, that is, he gave them a shilling increase, but made them work the dinner hour for it?"—I believe that is not correct; at all events at the present time they allow the dinner hour, and the wages have been raised, as I told you, in December 1895.

3781. You consider, from the Post Office point of view, that substantally the promise made in July 1895 has been carried out, and that Messrs. Harrington, in paying 24*s.* and 1*s.* 6*d.* allowance for uniform for one-horse drivers, and proportionately for two horses, are practically carrying out the promise that they should pay 24*s.* and 27*s.*?—Yes.

3782. I understand you to say, as regards the facts that, no further communication taking place, there was a change in the persons with whom you were communicating, and that that accounted for Mr. Shannon not having heard further?—Yes.

Chairman.

3783. Complaints were made that Messrs. Harrington also did not pay the recognised rate of pay to the coachbuilders and painters engaged in repairing or dealing with the mail vans; have you anything to do with that; do you consider that you have to inquire as to the rate of wages paid to those who repair or paint the vans?—No, we do not consider we have to do that.

3784. You consider you have to regard the men who are directly concerned in the conveyance of the mails?—Yes.

3785. And not those persons who may be concerned in the construction or repair of the vehicles in which the mails are carried?—Quite so; those persons are employed also upon other work.

Mr. ROBERT BRUCE, called in; and Examined.

Chairman.

3786. WHAT is your position in the Post Office?—I am Vice-Controller of the London Postal Service.

3787. Upon what points of the evidence are you proposing to speak?—I have been asked to offer any explanation the Committee may require in regard to the evidence of Mr. Thomas Dobson, which begins at Question 3014.

Mr. *Sydney Buxton.*

3788. Perhaps it would be simpler if I asked you a few questions; I understand the allegation made by Mr. Dobson, on behalf of the London Union of Journeymen Basket Makers and other basket makers' unions, was that subcontracting is too freely allowed; aud there is one particular allegation, that one of these contractors, a Leicester contractor, took a large contract which he was unable or was not desirous of completing himself, but he sub-let a considerable portion of it to a London firm, and, the rate of wages being lower in Leicester than in London for the same class of work, instead of the London wages being paid under the subcontract,

Mr. *Sydney Buxton*—continued.

contract, the Leicester rate was paid; that is the first allegation, is it not?—Yes.

3789. Will you give any explanation you wish to give?—With regard to its being a general practice to sub-let these contracts, I may say that, so far as we know, that is not the case. This is the only case in connection with Parcel Post contracts in which any part of the contract, so far as we know, has been sub-let. Messrs. Ellmore asked permission to sub-let, and it was granted under very exceptional circumstances.

3790. What were the exceptional circumstances?—The contract for the Parcel Post baskets for this particular year, 1893, had been made in the earlier part of the year, and towards the latter part of the year the Post Office found that there would not be a sufficient number of baskets to meet the Christmas pressure, and therefore, in a great hurry, several firms were approached and asked what they would provide Parcel Post protectors for. Messrs. Ellmore were granted an order for 4,000 of those protectors. Towards the end of September they came and said it would be absolutely impossible for them to provide the whole 4,000, and as it was necessary for the Post Office to have them, the secretary agreed that 500, that is an eighth of the whole, should be made by the firm mentioned here, Messrs. Bremerkamp. Accordingly, the work was done by Messrs. Bremerkamp without any complaint; but when it was completed the secretary of the London Union of Journeymen Basketmakers made the complaint, which is now repeated in the evidence of Mr. Thomas Dobson. Inquiries were made of Messrs. Ellmore; they stated that Mr. Bremerkamp told them "that his workmen were quite satisfied with the price he arranged with them for the making of the protectors, and they only regret that they have not more of them to make. It is a fact that they made larger wages upon these goods than they could make upon usual articles."

3791. How so?—That seemed to be a satisfactory answer, and no further complaint was made.

3792. That was the reply from the employers, I understand?—Yes, through Messrs. Ellmore; we had nothing to do with Messrs. Bremerkamp except through Messrs. Ellmore.

3793. You did not take the trouble to make any inquiries from the people who made the complaint?—No.

3794. Did you communicate the answer to them?—Yes, an answer was sent to them.

3795. Did you give them that information which you have just read to us from Mr. Bremerkamp?—I do not know that there was a very full answer sent to the secretary of the union, but I think I have it here somewhere.

3796. If you have it in your mind you can tell us substantially what it was?—A letter was sent to him to this effect: "General Post Office, 30th December 1893. With reference to your letter of the 18th ultimo, I am directed by the Postmaster General to state that the reply to the deputation from the Basketmakers' Union was sent in due course to Mr. Causton, M.P., by whom the deputation was introduced to Mr. Morley. I am directed to add that as a general rule the sub-letting of contracts is strictly forbidden" (that is the new point which he complained about for the first time in his letter of the 18th November), "but in regard to the supply of parcel post protectors by Messrs. Ellmore and Sons, of Leicester, that firm was allowed in a matter of urgency to put out a portion of the work, one-eighth of the whole of it, to Messrs. Bremerkamp."

3797. You took it for granted that the explanation of Messrs. Bremerkamp's and the statement that their people were satisfied that they were receiving a considerably higher rate of wages was correct, without making any further inquiries?—Yes.

3798. And without giving an opportunity to those who had made the original complaint of stating their side of the case?—I take it that if they were not satisfied with that answer they would have written again; there was no further reply.

3799. Apparently they never received that reply; but that does not seem to have been your fault?—This gentleman complained that he had not received an answer direct from us, and we told him that we had sent the answer to Mr. Causton, and we repeated to him what we had said to Mr. Causton, and added our reply as regards sub-letting.

3800. You do not seem to have said anything in that reply with regard to Messrs. Bremerkamp's answer; you did not state to him what was the substance of the letter, namely, that the men had been receiving a very high rate of wages, did you?—No, we did not mention that.

3801. Then you practically left out all the points in issue?—I think it would have been better to have added that statement as regards the wages, but from the letter it was understood that their great complaint was with regard to sub-letting to this particular firm.

3802. I understand you were satisfied with the answer?—Yes.

3803. Without giving an opportunity to those who had made the complaint of stating their side of the complaint?—I take it if they were not satisfied they would have written again, but they did not do so.

Chairman.

3804. Was the complaint made to you simply against sub-letting, or that the sub-contractor was paying a less rate of wages than were current in London; how is the complaint generally expressed?—This is the letter from Mr. Tyler, the Secretary of the London Union of Journeymen Basketmakers; the first part of his letter is with regard to the previous complaint as to the wages we ourselves pay at Mount Pleasant for parcel-post basket repairing. Then he goes on to say, "We wish to call your attention to another grievance we have, that is in reference to the contract given out to Mr. Ellmore for square protectors, who has sub-let them to Mr. Bremerkamp of the Old Kent-road, who is having them made at 20 per cent. under our trade union price." Then he goes on to say: "Mr. Sydney Buxton's resolution protested against sub-letting." I think it would have been better

certainly

Chairman—continued.

certainly to have given a definite answer as regards the wages; and if Mr. Tylor had written and pointed out that it had been omitted, of course the information would have been supplied.

Mr. *Sydney Buxton.*

3805. It was hardly their business to do so, was it; the question as to the rate of wages had practically not been touched; however, you say you think it would have been better to have given a definite answer as regards the wages?—I think so; it would have made the letter more complete.

3806. In the contract which Messrs. Ellmore had, were there words at the end of the contract providing "that the wages paid for all work performed under this contract shall be those generally accepted as current in each trade for competent workmen in the district where it was carried out"; those words were in the contract, were they not?—No, there was no formal contract for this particular work; it was done outside of the formal contracts of the Department altogether.

Chairman.

3807. It was beyond the contract?—It was beyond the contract; it was a special arrangement made as a matter of urgency. As a matter of fact Messrs. Ellmore themselves are an old-established firm whose workmen were stated at the time to be all "union men."

Mr. *Sydney Buxton.*

3808. There is no complaint with regard to their payments?—Quite so.

3809. The complaint is that they took a large contract and then sub-let it to a London firm, who instead of paying the London rate paid the Leicester rate?—Yes, but Messrs. Ellmore informed us afterwards that they paid Messrs. Bremerkamp's more for these baskets than we paid them. There was no attempt on the part of Messrs. Ellmore to get the work done cheaper.

3810. I think it is a pity that that was not all explained to the people who made the complaint. Will you just turn to the answer to Question No. 3050, and tell me whether that is correct; the witness states there, "The firm of Chamberlain at Newington Causeway are not employers of basketmakers direct; that is, they have not a workshop of their own; they sub-let their work to small employers, men who work at home with one or two boys," and so on; is that correct?—We have no knowledge that it is correct.

3811. Will the Post Office make some inquiry to see whether it is correct?—Unfortunately Mr. Chamberlain is dead, and the firm no longer exists. We have never had any complaint with regard to it until this evidence was given.

3812. You would say on behalf of the Post Office generally that they do not allow sub-contracting in the nature indicated in some of these answers?—Yes.

Mr. *Sydney Buxton*—continued.

3813. This particular case was an exceptional case, under pressure?—Quite an expectional case.

Mr. *Aird.*

3814. This particular matter about which there has been so much said, and so much written, occurred four years ago?—Yes, towards the end of 1893.

Mr. *Austin.*

3815. As regards the work that was removed from Dublin, is that all executed now at Mount Pleasant?—I think a certain amount of what is called repairing work, which used to be done in Dublin, is now done in London. If the Committee want evidence about the rate of wages paid at our own basket manufactory at Mount Pleasant, Mr. Roberts, who is at the head of the manufactory, is present and can give evidence upon that.

Mr. *Sydney Buxton.*

3816. I understand what you are offering to give evidence upon now relates to the question of direct employment?—There is a complaint made in reply to Question No. 3036 that we employ basket-makers and that we pay them less than the ordinary rate.

Chairman.

3817. Those are persons in the employment of the Post Office?—Yes, in the direct employment of the Post Office.

3818. The Committee are not inquiring into cases of direct employment so we cannot go into that; let me just ask you one question; if Messrs. Ellmore had told you when they wanted to ask your permission to sub-let the contract at Leicester that they would have to put the work to London, and that they wanted a shilling a basket more in order to meet the London extra prices, would you have given it?—I think there is no doubt we should have done so under the special circumstances.

3819. You constantly get in tenders for making baskets; do you give any extra allowance to manufacturers in London because of the London rate of wages being higher as compared to manufacturers in Leicester, or would you take the lowest tender?—We always take the lowest satisfactory tender.

3820. So that if a manufacturer in Leicester paying a lower rate of wages can afford to do the work cheaper than the man in London, as a rule the Leicester people would get the work?—Yes, except for this; the great majority of these baskets have to be delivered free in London, so that the Leicester contractor would have the additional cost of conveying these protectors from Leicester to London.

3821. So that goes, to some extent, to equalise matters?—It balances matters to a certain extent, so that as a matter of fact in these contracts, as it is admitted in the evidence, London gets a fair share of the total amount.

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Mr. EDWIN GRANT BURLS, called in; and Examined.

Chairman.

3822. WILL you state what your position is in the India Office?—I am Director General of Stores.

3823. Your attention has been called to the evidence given in regard to the work given out at the India Office?—Yes.

Mr. *Sydney Buxton.*

3824. I think the evidence with which you are concerned is at Question 2763, and onwards?—Yes, in the evidence of Mr. Sharrocks.

3825. The allegation made was in regard to Messrs. Cochrane; it was pointed out that this firm were paying very considerably under the current rate of wages; was that brought to the notice of yourself?—To the notice of Mr. Parker, my predecessor.

3826. And the allegation is that a promise was substantially given that the contractor would be compelled to pay a higher rate, but no action has been taken with regard to the matter, is substantially the allegation, is it not?—That is substantially the charge, but it is really misleading. Mr. Sharrocks stated that in December 1893 the India Office had contracts with the Horsehay Company, and with Messrs. Cochrane and Company, and that those two firms were not paying the authorised rate of wages. As a matter of fact, neither of the firms held any contract with the India Office at that time, and Mr. Sharrocks was so informed; but he was asked to furnish particulars as to the rate of wages paid by the Horsehay Company and by Messrs. Cochrane's, which he did, and the Secretary of State directed that in case of a contract being entered into with either of these firms, an investigation should be made as to the rate of wages they were paying and proposed to pay before a contract was entrusted to them. Shortly afterwards Mr. Sharrocks directed attention to a firm named Braithwaite and Kirk, who had then recently received a contract from the India Office for bridge work; and the two principal partners in Braithwaite and Kirk's firm were summoned to London. They disputed Mr. Sharrocks' statement as to the rate of wages current in the district, and also as to the rates of wages they were paying, and they undertook to pay in the existing contract a higher rate of wages than was actually current in the district. Mr. Sharrocks was informed that Messrs. Braithwaite and Kirk disputed his figures, and he was told: "If therefore you wish to pursue this matter further, it will be necessary for you to furnish evidence in support of the accuracy of your statements." That letter was dated 10th April 1894, and from that day to this we have heard nothing more of Mr. Sharrocks.

3827. Then substantially, although this evidence is correct to the extent of the fact of your attention or the attention of the Director General of Stores having been called to these cases of the Horsehay Company or Messrs. Cochrane, I understand you to say that the question of whether or not they were fair employers had not subsequently arisen, because they have not subsequently had a contract?—No; they have had considerable contracts.

Mr. *Sydney Buxton*—continued.

3828. I am not speaking of Messrs. Braithwaite and Kirk?—No; Braithwaite and Kirk have had contracts too.

3829. Then have you had no further complaints about Messrs. Cochrane or the Horsehay Company?—None whatever.

3830. Have you made any inquiries with regard to them yourself?—We have made inquiries from the firms as to the rates they were paying, and they offered, if we required them to do so, to substantiate their statement by their books, or to place their workmen and foremen at our disposal to make any inquiries we liked.

3831. When did you make those inquiries?—From December 1893 to April 1894.

3832. Was that at the time of the next contract they received after this complaint?—At the time of the next contract with the Horsehay Company; and Braithwaite and Kirk, who had not been complained of before, had then recently had a contract.

3833. And Messrs. Cochrane? — Messrs. Cochrane did not have a contract for two years afterwards, and as Mr. Sharrocks had made no further complaint we assumed the matter was dropped and they were satisfied.

3834. I understand Mr. Sharrocks was informed that Messrs. Cochrane had no contract, and therefore the question of what rates they were paying did not arise?—That is so.

3835. Then you could hardly expect him to make further complaint until contracts were given out to that firm?—No; he had made no complaint. On the 10th April 1894 we invited Mr. Sharrocks to proceed further.

3836. As regards Messrs. Cochrane?—Not as regards Messrs. Cochrane, but as regards Messrs. Braithwaite and Kirk (to whom the last contract had been given); the inquiries were proceeding simultaneously.

3837. I am rather distinguishing between Messrs. Cochrane and the Horsehay Company on the one hand, and Messrs. Braithwaite and Kirk; as I understand, in their case the answer to Mr. Sharrocks was that no contracts were running, and therefore the question did not arise?—Exactly.

3838. I understand you to say with regard to the Horsehay Company, that when subsequently within a short time they received a contract, the India Office did make inquiries, and were satisfied with the reply they received from the Horsehay Company?—That is so.

3839. But that two years later Messrs. Cochrane received a contract, and your office did not make any inquiry?—I have no papers on the subject, but I am rather inclined to think my predecessor, Mr. Parker, did make inquiries.

3840. You think he did make inquiries?—Yes, but I cannot communicate with him at present, as he is travelling.

3841. But with regard to Messrs. Braithwaite and

Mr. *Sydney Buxton*—continued.

and Kirk, as I understand, it practically stands in this way, that you asked Mr. Sharrocks if he had any further complaint, and you have received no further complaint?—No further complaint.

3842. As you are the first witness we have had from the India Office, let me ask you what is the process gone through in your office, supposing a complaint of this nature is made?—I should investigate it personally, myself, as I am the head of the department.

3843. You would go down and see the employer?—Yes, and the men, and whoever made the complaint.

3844. Have you done so?—I have had no complaint from anybody except Mr. Sharrocks.

3845. You did not go and see the Horsehay Company personally, did you?—Yes; I saw them, with the late Director General of Stores.

3846. As regards the India Office, these three firms are the only firms with regard to whom you have had complaints at all?—Those are the only complaints we have ever had.

Chairman.

3847. You have a very considerable quantity of materials to purchase for the Indian railways, have you not?—Very large quantities.

3848. Do you ever purchase those materials in Belgium or elsewhere?—Never; at least for 20 years we have never put any important contract abroad.

Chairman—continued.

3849. You do not get quotations from abroad?—We get any amount of quotations.

3850. Do you give the manufacturers there an opportunity of tendering?—All our contracts are advertised, so that anybody can apply.

3851. If you received an offer at a lower sum from Belgium or the Continent would you give the work there?—We have not done so up to the present time for many years past.

3852. In your contracts do you put in this Fair Wages Resolution?—Yes.

3853. And the advertisements are made subject to it, are they?—The advertisements simply announce that we want certain articles, and tenderers can get the conditions of the contract at the office.

3854. They are accessible to the tenderers?—Yes.

3855. In applying the Fair Wages Resolution do you apply the current wages as the current wages of the district, or do you apply them as the current wages generally?—Of the district.

3856. So that if the wages are lower in one district than another, and the parties can tender in consequence at a lower price, they get the advantage of the lower wages?—Precisely.

Monday, 5th July 1897.

MEMBERS PRESENT:

Mr. Aird.
Mr. Allison.
Sir William Arrol.
Mr. Austin.
Mr. Banbury.
Mr. Broadhurst.
Mr. Sydney Buxton.
Sir Charles Dilke.
Sir Arthur Forwood.
Mr. Walter Morrison.
Sir Matthew White Ridley.
Sir Albert Rollit.
Mr. Powell-Williams.

SIR MATTHEW WHITE RIDLEY, BART., IN THE CHAIR.

Mr. G. D. A. FLEETWOOD WILSON, C.B., called in; and Examined.

Mr. *Powell-Williams.*

3857. YOU are Director of Clothing, and have charge of the Clothing Department at Pimlico?—That is so.

3858. Have you had your attention directed to certain evidence given before the Committee, particularly by Mr. Squires, who charged the Clothing Department with paying to their cutters less than the current rate of wages?—Yes.

3858.* In reply to Question 2166 on page 106, Mr. Squires said, "The first rate paid there for what they call 'junior cutters,' is 25*s.* a week; the next would be 39*s.*; then 42*s.*" Then he says that that is below the average rate of wages current in the district for skilled cutters. What do you say as to that?—Mr. Squires has before now considered and has taken up the question of the cutters at Pimlico. As far back as 1891, and in consequence of his representations, changes were made, both as regards rates and classification. I have read his evidence, and taking it as a whole, broadly speaking, I think he is substantially correct in his statement, as regards two of the rates, but he is wrong as regards the third, upon which practically his charge is based. There is no such rate as the one he indicates as the lowest one.

3859. Which is that?—25*s.* a week.

3860. Mr. Squires says, in reply to Question 2167, "There are practically four grades, 25*s.*, 36*s.*, 39*s.*, and 42*s.*"?—The answer to that is, as regards cutters, that if we eliminate the higher class of men who really do superintending work, and who are paid even higher rates, and the learners, there are only two rates, 39*s.* and 36*s.* There were more, but they were reduced when Sir Henry Campbell-Bannerman was Secretary of State; now there are only two classes of cutters; the first-class cutters get 39*s.* a week, and the second-class cutters get 36s. a week. The point which Mr. Squires raises, that these rates are lower than what I may call the trade rate, is very materially affected by the elimination of the lowest rate which is

Mr. *Powell-Williams*—continued.

non-existent. I do not think there is any such thing as a recognised current rate in the trade for cutters. The rates vary according to the firms and according to the class of work which is entrusted to the cutters. I take it he considers that 42*s.* is about the average all-round rate. I think that is his contention; that would make our rates of 39*s.* and 36*s.* respectively (and I may observe that a cutter, working at 36*s.*, would have an opportunity of rising to the 39*s.* rate), somewhat lower than the trade rate; but I guard myself against accepting 40*s.* as the trade rate. The information I have received upon the subject is given to me in strict confidence, and for that reason I cannot quote the rates given by firms with which I am acquainted. But even were it so, it must be remembered that the workpeople, the cutters and others employed in Government factories, are in the enjoyment of very considerable advantages which do not obtain in the trade. The first and the principal one is continuity of employment; if a man comes to Pimlico he never leaves it unless he grossly misconducts himself or reaches the age of 65. He is employed all the year round. There is no great pressure at one time in the way of over hours and that sort of thing, and slack times at others; they are rarely liable to be dismissed because work is slack, and they have other advantages which are not inconsiderable. They have a number of holidays for which they get pay, Good Friday, the Queen's Birthday, Easter Monday, Whit-Monday, the first Monday in August, and the day after Christmas Day; they also get six days' annual leave with pay, that is for cutters on the establishment, and three days for those employed on what we call the temporary list. They also have considerable advantages in connection with sick leave, and medicine and medical attendance gratis, and a very large advantage in getting a gratuity on discharge, which is at the rate of a week's pay for every year's service.

3861. May

Mr. *Powell-Williams*—continued.

3861. May we take it from you as the result of your inquiries, which were necessarily of a confidential character, that you came to the conclusion that there is no established rate in that district of 40*s.* for cutters?—I should hardly like to go quite so far as that, because some of the better firms do give 40*s.*, and the question arises whether you are not to take certain high-class firms as governing the rates.

3862. I said "no established rate"?—I would prefer to say, if I may, that I consider that the rates paid at Pimlico, plus the advantages, are fully equal, and in my opinion, rather higher than those paid by the trade.

3863. Has your attention been directed to the evidence of Mr. Breen, who stated on page 103, in a very long answer, that the Government employed Messrs. Ireland and Sons, and alleged that they were great sweaters; is it the fact that the Government do employ Messrs. Ireland and Sons?—I cannot speak for the Government, but I can say that Messrs. Ireland do not do, and never have done, any army clothing work for Pimlico.

Sir *Charles Dilke.*

3864. When you say work for Pimlico, do you include work inspected by you?—Yes, certainly; that is all we do with contractors' work.

Mr. *Austin.*

3865. I think I may say that Messrs. Ireland only do work for the Irish Government?—Yes, I think it is only the Irish Government.

Mr. *Powell-Williams.*

3866. Miss Barry gave some evidence, to which also I think you have directed your attention?—Yes.

3867. She stated that the Government employed sweating contractors, and special reference was made to Messrs. Hebbert; what have you got to tell us about Messrs. Hebbert?—Is it distinctly understood that I am to state what I know about Messrs. Hebbert, because, of course, it involves the reputation of the firm.

3868. Certainly?—I should say, unhesitatingly, that their class of work is bad. I can give an instance of it in an order of theirs in 1895-96, where they had an order for 26,000 garments placed with them; of those they only delivered 13,808.

3869. It comes to this, does it not, that the quality of their manufacture has given you a very great deal of trouble in inspection?—It has.

3870. Of course that has involved necessarily a considerable expense; as the result, what decision has been come to?—I understand that they have not been allotted a contract this year. That is a question that would be better answered by the Director of Contracts; but it is within my cognizance that they are not making anything for us this year.

Mr. *Sydney Buxton.*

3871. In regard to Messrs. Hebbert. I understand you to say that Messrs. Hebbert ought to have delivered 26,000 of these clothes, but they only delivered 13,000; how many were rejected out of those they did deliver, in round numbers?—I presume I am at liberty to give that information? It is departmental information.

Mr. *Sydney Buxton*—continued.

Mr. *Powell-Williams.*

3872. Certainly?—The numbers allotted during the year under those contracts was 26,000; 13,000 were delivered; of those 3,800 were approved and 9,900 rejected; 22,000 were not delivered at all; and therefore that 22,000 had to be placed with other contractors.

Mr. *Sydney Buxton.*

3873. You stated broadly that the class of work of Messrs. Hebbert has been bad. With regard to the wages they have been paying under the last Government contract, what has been the rate they have been paying?—I should like to be allowed to say that the duty and responsibility of seeing that War Office contracts are not placed with firms who disobey the Resolution of the House of Commons rests entirely with the Director of Contracts, who is primarily accountable to the Financial Secretary. He does not share this duty and responsibility with the head of any other purchasing department, and therefore I am not in a position to speak to that; I can only give a general answer. The Director of Contracts could go fully into that.

3874. You are only responsible for the quality of the goods?—I am responsible as soon as the goods come to me; but I am not responsible until they do come to me.

3875. You have, of course, some knowledge as to the rates of wages that prevail in that trade?—I have no official knowledge. I have knowledge of the prices paid to the various contractors, but the rest is hearsay evidence as far as I am concerned.

3876. I understood just now, when comparing the rates for these men you employ directly with contractors' rates, you stated that the contractors, that is the better employers in the trade, paid about 40*s.*?—You mean when I was alluding to cutters only?

3877. Yes?—Generally speaking, what you may call a high-class contractor is in the habit of paying better wages than the contractors of a less high class.

3878. When you gave 40*s.* as the rate paid by the best employers in the trade to cutters, that was founded on knowledge you have acquired yourself?—Yes, personal knowledge. I am not at liberty to give the details on which that knowledge is based.

3879. I asked the question with the view of seeing whether your own rate was fair or not?—Yes.

3880. I gather therefore you are in a position to give an opinion in regard to the rate of wages which prevails in this trade?—Apart from the cutters, I must point out the people who are employed in the actual tailoring at Pimlico are women, and so they stand upon a somewhat different footing.

3881. Do you mean your knowledge of the wages only refers to cutters?—No, I do not say it only refers to cutters, because in fixing and maintaining

Mr. *Sydney Buxton*—continued.

maintaining the factory rates it is right that I should make myself acquainted as much as possible with what is the outside rate, to guard against the danger of our paying too much, if I may put it in that way. But I have no official cognisance of the rates paid by contractors on specific contracts.

3882. Now with regard to the question of inspection, for which you are responsible, you have, I suppose, seen Miss Barry's evidence, at Question 2948 on page 139?—Yes.

3883. Miss Barry there states, in regard to the condition of employment (which of course include the rate of wages), that there has not been, in some cases at all events, quite adequate inspection, and that the inefficiency of the contractor has only been discovered after a considerable time; do you assent to that statement?—I take it that that answer refers to inspection of premises in which they work.

3884. Yes, I see that is so; I thought it referred to inspection generally?—That has nothing to do with the inspection of the clothing.

3885. From what you have seen of these contractors, would you agree to the general statement that in the case of the contractors who pay the higher rate of wages you on the whole have to reject less of their goods?—Yes.

3886. And that they deliver better goods?—Of course, the chief profit that can be made on Army clothing is on the labour, and if you allow a larger margin in the price, you are able to pay a larger price for labour, so that the higher price contractors would presumably pay their people better. They certainly turn out better work.

3887. You say that the only margin for profit is on the price for labour, so that without some guarantee such as that afforded by the Resolution of the House of Commons, a contractor might pay the very lowest possible wage under his contract?—I think we have a very strong and very efficient check in the inspection, as long as it is maintained unimpaired.

3888. You mean on bad work?—Yes, I have nothing to do with what they pay their workpeople; I have to deal with the garment as it reaches me. If the profit is cut fine, you would get a lower class of work and a lower class of garment. I think if you maintain the rigidity of the inspection and absolute adherence to the sealed pattern you automatically cut out the contractors who pay low rates and do bad work, because there is no market for their work, and it will not pay them.

3889. Have you had complaints made to you, as the inspector of this work, of cases of these contractors not paying the proper rate of wages?—By their workpeople?

3890. Yes, or by the trade unions?—No, it would not come to me officially, it might come to me in conversation, but I have no official cognisance of it; that is entirely a matter for the Director of Contracts.

3891. Supposing you had a complaint made to you privately, or otherwise, would you consider it your duty to communicate it to the Director of Contracts?—I would do so in the same way in which I would represent anything that came to my knowledge which was calculated to be injurious to the public service; but it would not be my official duty to do so, beyond that general assistance which one public servant is expected to render another.

3892. You consider that, so far as you are concerned, you are in no sense responsible for carrying out the Resolution?—No, I have quoted distinctly the exact position in which I stand, because I think that is very important.

Sir *Charles Dilke.*

3893. What were the two points as to which you said Mr. Squires was right in his evidence. You discussed the principal one upon which you said he was wrong, but you did not mention the two in which he was right?—I meant that generally speaking his statement with regard to the rates was correct, except that one which I eliminated. I have given you the exact rates.

3894. With regard to the statement you have just been making generally to the effect that the best garments came from the firms who are likely to pay good wages, you have only mentioned one of the defaulters. You have stated the facts upon what Miss Barry has told us as to the rejection in Messrs. Hebbert's case; have you had very large percentage of rejection in other cases?—May I say that I do not think that that is, taken by itself, an absolutely fair test of the work of a contractor, because I may be allowed to point out that Army clothing work is peculiar work to which you have to train your hands, and you might find the very best firm in London in the first year, in the first contract they take, having a very large percentage of rejections simply because their hands had not yet been trained to that particular class of work.

3895. Omitting such cases of first year's work, when firms have gone on for some time do the percentages of rejection vary very much?—Yes, they do vary; that is to say, some firms, of course, have a greater percentage of rejection than others.

3896. Taking firms that are continually contracting, can you mention any percentages of rejection in the case of firms which have been going on for years?—I have not got any of the percentages worked out at this moment. I have gone rather upon the general character of the contractors, or the principal ones; but it is a very invidious thing to give in this room a character, good or bad, to a particular contractor; it is calculated to do a great deal of harm.

3897. You prefer to confine yourself to the particular case of Hebbert?—I was asked particularly as to that particular firm. It would be rather hard to go generally into the character of all the contractors.

Sir *Arthur Forwood.*

3898. There is a very great variety, is there not, in the quality of work required for the tailoring trade?—Do you mean for Army clothing or in the trade generally.

3899. In endeavouring to find out the rate of pay in the tailoring trade, did you make inquiries first specially for your own work?—Yes. The work in our case is a totally different class of work.

Sir *Arthur Forwood*—continued.

work. There is no margin left for the profit which you have in the civil trade in the way of buying up bankrupt stock or jumping at the fashion, and getting it sold off quickly, or taking advantage of a lot of hands who are out of work. It is peculiar in that respect.

3900. Is there a trades union among tailors for Army work that you know of?—I think that hardly a day passes in which we do not get a communication from some trade union. I think there is certainly a trade union of some sort, because my own men belong to trade unions.

3901. But you say that the Army clothing work is so special, that it requires men particularly trained for the purpose; do the men who work for the Army form themselves into separate trade unions to fix their own prices, so far as you know?—The only answer I can give to that is this: I have no personal cognisance of the matter; but I see, in reply to a question by Mr. Woodall, when Mr. Squires attended as part of a deputation, Mr. Squires himself stated that the deputation did not claim to actually represent the cutters in Government employ, except in an indirect manner, and I take it that that is the case right through.

3902. You told the Committee that, in your judgment, a good rate of pay means good work, putting it shortly?—I think that that is so in every trade.

3903. And that by close inspection you automatically shut out bad work, and therefore prevented poor wages being paid to workmen?—Of course it is not retrospective in its action. The men who have made these clothes may have been paid low rates; I have no knowledge whether they have or not. But if you keep your inspection very rigid, and admit no deviation from pattern, you will *ipso facto* keep out slop work, and it will cease to be a temptation to the low class firms, if I may use the term, who employ low class labour, to tender.

3904. By rigid inspection you think you may be assumed to keep a fair rate of wages?—Yes; of course it involves indirect expense to the country, because you are inspecting goods you do not take; there is that objection to it. But if you keep your inspection rigid you will keep out bad stuff; and if you keep out the bad stuff, the contractors who make it will not tender.

Mr. *Austin.*

3905. Are you aware that there is a special log provided by the tailors' organisation for Army work?—I believe that is so.

3906. In getting at what may be a fair price for labour, inasmuch as you have stated that it is out of labour entirely that the employer will make a profit, what precautions are taken by your department in arriving at what will be a reasonable rate for the workmen?—When you say the workmen, do you mean my workpeople or the contractor's.

3907. The contractor's?—I have nothing whatever to do with that; I deal with the garment when it comes. The Director of Contracts is the person who is answerable for that; I am the retail shopman, so to speak.

Mr. *Austin*—continued.

3908. You examine the articles when they are provided?—Yes; when they come to me I examine them.

3909. And you cancel or approve, as the case may be?—I reject or accept them, as the case may be. I have nothing whatever to do with the price that has been paid for them for labour or otherwise.

Sir *Albert Rollit.*

3910. When you speak of the percentages of rejection varying, do you refer to the different firms or the same firms; do they vary materially in different cases with the same firms, as well as in the case of different firms, or only in the one case or the other?—I do not quite follow your point.

3911. You spoke of certain percentages of rejection, did you not?—I have not spoken of any percentages of rejection, I think; I only spoke in regard to one particular firm about which I was asked a specific question.

3912. Then let me ask with regard to the percentages of rejections; do you say you cannot give statistics?—I hope I will not be pressed to give them, because it seems to me to be so invidious upon particular contractors.

3913. Do you notice the differences in these percentages in the case of the same firm year by year, or as between different firms?—I understand your point now. I notice differences both as between one firm and another, and also in individual firms. I will give an example of a firm that is doing very good work for us, the Limerick Clothing Factory. They have recently started a new branch. The percentages of rejection in the case of Limerick have been small; but in their new branch the percentages of rejections have been large; and so cognisant are the better class of contractors of the fact that you must train your hands for this work, that the manager of this factory came over from Ireland and asked me to be most careful to reject everything that was not good, because he wanted to train his people up to a high standard.

3914. But after the first year do you find the same variations occur or not?—I should say not. They occur to a very much less extent. They may occur perhaps if a manager dies or a new manager comes in, or if they are flooded with orders, and take more than they can do.

3915. The object of my question was chiefly to ask whether you have formed any conclusion as to the chief causes of rejection after the preliminary year?—Yes, I have.

3916. Would you state what you consider to be the chief cause?—The low class of labour; that is the commonest possible reason noted on the contract notes by the inspectors, especially in the boot trade.

3917. Has that consequences disadvantageous to the public service?—Only to this extent, that the inspectors and their staff are being paid to inspect goods which are rejected, instead of coming into the Government service, and therefore they have to re-inspect other goods, which is a waste of time and money.

3918. Do you attribute the low class of labour to

Sir *Albert Rollit*—continued.

to the low wages they pay?—I am not in a position to say.

3919. Still, it is the fact that the low class of labour is a chief cause of rejection?—One of the main causes of rejection is the bad class of labour; but what wages they get or how far the wages produce that result, is for the Director of Contracts to say, not for me.

3920. Do you think it is a question of technical training, or of general primary education?—I do not think there is any difference in this trade to any other trade in that respect. I do not think I could answer that question except as a private individual.

Mr. *Walter Morrison.*

3921. You make at Pimlico to sizes I presume?—At Pimlico, we make a very large number of special-sized garments; the garments we put out to contract are all made to a size roll and specification. All the special sizes are made by us; we make to a size roll as well.

3922. But your cutters do not have to cut according to the measurement of an individual soldier, do they?—In some cases they do.

3923. So that so far they are on a par with the outside trade?—We have 36 sizes, we can take anything except an abnormally-made man. I once had a case of a man with the largest chest measurement, the shortest height, the longest arms, the shortest legs that had ever come before the department.

Mr. *Powell-Williams.*

3924. I suppose, we may take it, that whatever the number of rejections may be, the garments that are accepted are proper in all respects?—Yes.

Sir *Charles Dilke.*

3925. Can you tell me who inspects, in the same way in which you inspect the army work, the metropolitan police work?—We used to in spect the metropolitan police work, but circumstances arose under which the police preferred to inspect their own work; and I do not know who does it now.

Sir *Charles Dilke*—continued.

3926. Do you give out the cloth to be made up by the contractors?—Yes; it is on that account that I say the only profit that can be made, apart from any slight profit that may arise from being very expert at cutting (for sometimes you can save a fractional amount of cloth extra), any profit can only come out of the labour, because all the contractors have the material from us for nothing, and they have got to make it into clothing; they get not only the material, but the trimmings and buttons, and so on.

Mr. *Powell-Williams.*

3927. I do not quite see how you say that the only profit can come out of the labour. A man who employs labour and pays the highest current rates of wages for it, may make his profit out of the charge he makes to the Government, and in that case no profit would come out of the wages?—Yes, but what I mean is that out of his contract price, I take it, he has to find his wages, and so forth.

3928. What you mean is that in very severe competition, in all probability recourse would be had to the wages for profit rather than to the contract price?—Yes. I was only speaking generally, because, of course, you may have better administration and lower rent in some places than others, and so on. I should like to correct my answer to that extent; I did not mean that, strictly speaking, it was only on the labour.

Mr. *Aird.*

3929. You mean that the Government supply the cloth, and so on, and therefore it does not leave the opportunity for profit which might arise upon buying material, for instance?—Yes. In the civil trade, for instance, by buying up bankrupt stock or stuff left on hand, you have an opening for an intelligent buyer, and so on.

Mr. ALFRED MAJOR, recalled; and further Examined.

Mr. *Powell-Williams.*

3930. You are Director of Contracts?—Yes.

3931. Your attention has been called to the various cases which have formed the subject of complaint in the evidence previously given to the Committee?—Yes.

3932. Amongst others to the case of the Victoria Barracks, at Belfast, which is referred to at Question 2022 and subsequent questions?—Yes.

3933. Will you tell us as briefly as you can what really happened with regard to the complaint as to the Victoria Barracks, and how the Department dealt with it. The complaint was from the Belfast Operative House Painters, I think?—Yes.

3934. The complaint was that the contractor, Mr. Boyd, was sub-letting the painting work?—Yes.

3935. And that the painters were not paid the current rate of 7*d.* an hour?—That was so.

Mr. *Powell-Williams*—continued.

3936. How was that complaint received at the War Department; in what way did it come?—It came from the official representative in Belfast of the Belfast Operative House Painters.

3937. When was it received; have you got the date?—Yes, I have all the dates.

3938. I think it was about the 20th October, 1895?—Yes.

3939. Enquiry was made in the ordinary way through you, I think?—Yes.

3940. That is to say you communicated with the divisional officer?—Through the general officer commanding.

3941. It appeared first of all, I think, that the statement as to the sub-letting was not accurate; there was no sub-letting?—No, Mr. Liddell admitted he could not prove that there was any sub-letting.

3942. Then with regard to the payment of wages. The divisional officer did witness the payment

Mr. *Powell-Williams*—continued.

payment of wages for a certain work, did he not?—He did.

3943. And the men were all paid 7½*d.* an hour?—Yes.

3944. Further investigation led to the belief that that was a bogus payment, I think?—That was so.

3945. And the contractor was then called upon to explain?—Yes.

3946. And it appeared, did it not, that the men were really paid 6*d.* and 6½*d.*, that is to say they were called upon to return the difference between that rate and the 7½*d.* which they had received in the presence of the divisional officer?—Yes.

3947. The explanation of the contractor, I think, when his attention was called to it, was that he had made the 7½*d.* payment provisionally on the statement that that was the recognised rate of wages in the district?—Yes.

3948. But that when he came personally to enquire into it, he found that it was not the recognised rate of wages, and he called upon the men therefore to refund the money?—Yes.

3949. That state of matters, I think, was brought to the attention of the Financial Secretary?—Yes.

3950. Who came to the conclusion, and so stated, that the circumstances were so suspicious that it was desirable that a special inquiry by a special officer should be made upon the spot?—Yes.

3951. And that inquiry was made?—Yes.

3952. With the result that the allegations and complaints of the men were held to be established; was that so?—Yes.

3953. And that the contractor received notice to determine that contract. What was the number of men to whom that complaint related?—It was a small number.

3954. Then the question was raised, was it not, as to whether or not this contractor, being what is called a triennial contractor, having other contracts in his hands, ought not to have received notice on those contracts also. In your view would it have been the proper, or indeed, a a possible course from the legal point of view to determine contracts as to which no complaints had been received?—I think not.

3955. That point having been raised, that was the decision that was come to; was that so?—I do not know that the actual point of giving him notice upon the other contracts was raised. They were never referred to, I think. Mr. Liddell has represented the fact inaccurately (I do not say intentionally) in saying that reference was made to any other barracks but the Victoria Barracks. In regard to the Victoria Barracks we terminated the contract, but in regard to the other contracts which he had at Newry and Carrickfergus, and one or two other places, there was no representation before the War Office that the contractor was not carrying out the stipulations of his contracts.

3956. At all events, you, as the experienced officer in the department having to do with these matters, are not of opinion that it would be a right thing to deprive a contractor of a contract as to which there is no complaint whatever either on the score of wages or any other ground, although he might be guilty on some other contract?—Certainly not.

3957. Am I right in saying that as a matter of fact the instructions you received were that as soon as this existing triennial contract with Mr. Boyd came to an end the question should be raised as to whether or not he should be allowed to become again a Government contractor?—Yes.

3958. That decision being arrived at from the fact that he appeared to have been guilty of a wilful deception in regard to the payment of these wages, and had not paid the current wages in the district?—Yes.

Mr. *Austin.*

3959. So far as I can see up to the present, this contractor states that he was under the impression that the wages were not 7½*d.* an hour. In the Appendix Paper No. 16, put in by Mr. Liddell, attached to the evidence, it is stated that an agreement was made between the employers of Belfast and the employees, from "May 1890, to May 1896," and any "further alterations would be duly notified." And the first clause of that agreement is, "That the wages for journeymen painters be 7½*d.* per hour," therefore I think that this disposes of the suggestion of this contractor (who ought to know very well the conditions of labour in Belfast) that he was not acquainted with the rates of wages. As regards the delay, Mr. Liddell says he first wrote on 3rd September, although two months previous to that they were aware of the grievance, though they had not sufficient evidence to substantiate it. He states that the 3rd September 1895 was the first communication, and that it took from September 1895 to the following April to remedy the grievance, by which time the contract was completed. Is that so?—That was so.

3960. Do you think that that is a very long time to remedy a grievance which there are 30 or 40 men interested in under a Government contract?—A very large amount of correspondence was necessary to get at the rights of this case, and, after a number of letters passing between the office and the general officer commanding, and again between the general officer commanding and his officers, it was found necessary to send down a gentleman from the contract branch to make inquiries. I do not say that these things might not—under certain circumstances it might be possible to do these things a little quicker. With regard to the question of delay, I think there is a certain grievance on the part of the operatives where a case is established in their favour, and I should be disposed, myself, to add to the existing stipulation with regard to paying the current rate of wages, something to the effect that if, on the receipt of a complaint—which, of course, would be immediately notified to the contractor—it was established to the satisfaction of the Secretary of State that the contractor was underpaying

Mr. *Austin*—continued.

paying the current rate of wages, he should be held liable to make up the payment from the date on which the complaint was received. We ought, of course, to act in agreement with other Departments, but if any recommendation to that effect were made by the Committee, I think it could be easily carried out. These cases are very few. We have, of course, no sympathy with contractors in not paying the current rates, and if we could help in any way to secure that the stipulation is properly carried out I do not think there would be any objection, but rather the other way about, on the part of the War Office to doing so.

3961. I would only direct your attention to Question 2035, where it appears it was owing to Captain Gubbins that this money was refunded to one of the men; but in Question 2036 Mr. Liddell is asked, "The remainder of the men had to refund the money to the contracter?" and the reply is: "To the sub-contractor. He waited at the barracks gate for the men going out, and they refunded the money they had got in the excess of 6½*d.* on the Saturday, when they were paid it, as Captain Gubbins was superintending the payment." That is in face of this paper which was put in, that shows that the rate of wages in Belfast from 1890 was 7½*d.* per hour?—Quite so; we considered that the contractor was wrong.

Sir *Arthur Forwood.*

3962. Do I understand your recommendation to be that the Secretary of State should inform himself as to the trade union or current rate of wages in the district, and should adjudicate and require the contractor, if he did not pay the rate of wages which the Secretary of State found to be current, to make it good to the workmen?—No, I do not think I said, or least I did not intend to say, that the Secretary of State should take the initiative in finding out the current rate of wages. I only said that on a complaint being received, the complaint should be at once notified to the contractor, and if it was subsequently established to the satisfaction of the Secretary of State that the contractor had not been paying the current rate of wages, it should be a stipulation in the contract that he should be held liable to pay the current rate from the date when the complaint is received, so that he should have no interest in delaying the inquiry by prevaricating or not giving the information that we required.

3963. If such a stipulation were inserted in the contract, does it occur to you that the number of complaints would very much increase, in the hope that the Secretary of State would award higher wages than the contractor is actually paying?—I do not think that what I propose would affect the number of cases at all.

Mr. *Austin.*

3964. Has this contractor any contract except at Belfast?—Yes.

Mr. *Powell-Williams.*

3965. The next case is that of the Crownhill Barracks; that involved the question of walking time. I do not think there is anything I wish to ask you about that case, and if no member of the Committee has any question to ask about it I will pass on to the next. The next case is with regard to Messrs. Martin, Wells and Company, of Aldershot; that is with regard to wages paid to carpenters. It is mentioned in the evidence of Mr. George Dew, at Question 545 and onward; and as I see Mr. Dew is here, I will ask you about that case. What was the complaint in that case of Messrs. Martin, Wells and Company?—That they were not paying to the carpenters employed upon the triennial contract the current rate of wages, that is to say, they were only paying 6½*d.* instead of 7*d.*, which was alleged to be the current rate of wages.

3966. That complaint was represented to the contractor, Messrs. Martin, Wells and Company?—Yes.

3967. What happened; he drew a distinction, did he not?—Yes, he showed that, as far as the local rate at Aldershot was concerned, the rate for carpenters was only 6½*d.*; in fact, for a long period of years, it had only ranged from 5*d.* to 6*d.* When the reconstruction work at Aldershot commenced on a very large scale, about 1890 or 1891, in order to get carpenters to come down there to undertake those works, they were obliged to offer a higher rate, and that was 7*d.*; but the evidence that was before the War Office at the time when they first came to the conclusion that Messrs. Martin, Wells and Company were not committing a breach of their contract was from the General Officer Commanding to the effect that the men employed, although getting 7*d.* on the reconstruction works, lost a considerable amount of time from the inclemency of the weather; that is to say, they were not employed at times on that account, whereas on the triennial contract the men were constantly employed, and much preferred taking work under Messrs. Martin, Wells and Company under the triennial contract at 6½*d.* to taking work under them at 7*d.* on reconstruction works. It was decided, under those circumstances, that the War Office would not interfere.

3968. That was in the time of the late Government, was it not?—Yes.

3969. How many men did it involve; do you know?—It might have been 40 or 50; I am not aware exactly how many were employed by Messrs. Martin, Wells and Company on the triennial contract, but at all events there was a large number employed upon the reconstruction works.

3970. Briefly, the contention of the contractor was that men permanently employed at Aldershot were only entitled to the current rate, which he maintained was 6½*d.*; but with regard to the men employed from other places, they were entitled, as he admitted, to the wages applicable to the places from which they came; that was his contention, was it not?—He admitted that he was paying 7*d.* an hour in that case.

3971. The late Financial Secretary decided that the fact that the men were employed permanently locally did not disentitle them to anything that could be shown to be the current rate of wage in that district for labour of a similar character?—The decision he arrived at in the first instance

Mr. *Powell-Williams*—continued.

instance was that there was no breach of the Resolution. Afterwards, as you know, on its being pointed out by Mr. Dew that there were 90 per cent. of the carpenters employed at Aldershot receiving the higher rate, the decision was altered, and it was decided that Messrs. Martin, Wells and Company must pay 7*d.* to their men whether employed upon a triennial contract or other work.

3972. Subsequently they paid 7*d.*, did they not?—They paid 7*d.*

Mr. *Sydney Buxton.*

3973. I understand practically that in regard to this case of Messrs. Martin, Wells and Company the complaint to the War Office was made in October, 1894. In January, 1895, the War Office said they had inquired into it, and declined to take action. Further representations were made to them in May, 1895; that is, about six months after the first complaint. Then they did take action, and instructed Messrs. Martin, Wells and Company to pay 7*d.* instead of 6½*d.*?—That is so.

3974. That, of course, meant that there was practically a six months' period from the date of the complaint to the date of the change being made?—Yes.

3975. I understood you just now to make a suggestion that struck me as a valuable one, namely, that there should be some penalty upon the contractor, from the date of the complaint, that if the complaint is shown subsequently to be a correct one, the contractor should have to pay from the date of the complaint the rate of wages which he ought to have been paying during that period?—I think that would be fair to the workmen.

3976. In that particular case it would have worked satisfactorily?—Yes, I think so.

3977. Do you propose that that amount should be paid to the men, or should it go by way of a fine to the War Office?—It should be paid to the men where it is possible, certainly.

3978. Would you find any difficulty in that? We have had, as you know, cases given us in evidence in which a complaint has been recognised after some considerable correspondence, but by the time it has been recognised as correct the contract has absolutely terminated?—Yes.

3979. Would you have means at your disposal of forcing the contractor, under those circumstances, to pay the back pay?—I think so. If we made it a stipulation that the contractor would be held liable for any deficiency in the payment of the current rate of wages, then we might, before we settled his final bill, see that the stipulation had been properly carried out.

3980. Your argument being, as I understand, that under present circumstances, on a complaint being made, it is naturally to the interest of the contractor to delay any decision being come to for as long a period as possible, because under present conditions the worst that can happen to him is that the higher rates shall come into force at the particular date when the decision is arrived at?—That would be so. I do not say that he does so; I do not make any charge against the contractor, but that would be the natural tendency.

Mr. *Sydney Buxton*—continued.

3981. Whereas, if it was to be made from the date of the complaint, if the complaint was shown to be a correct one, he would have no possible interest in delaying?—Quite so.

Sir *Arthur Forwood.*

3982. When Messrs. Martin, Wells and Company obtained their first contract, I mean the triennial contract you are alluding to now, it was, I presume, either at a measured price or on a fixed schedule rate of wages?—Yes.

3983. When that contract was entered into, were the reconstructions going on at Aldershot?—Yes, to a certain extent they were.

3984. Were Messrs. Martin, Wells and Company, in estimating for their contract, justified in taking 6½*d.* as the fair rate of wages?—Yes, we thought they were.

3985. At the time they entered into the contract?—Yes, we thought they were absolutely justified.

3986. Then they were paid by the War Office, and the contract was taken upon the basis of the expectation that they would have to pay 6½*d.*?—Yes.

3987. And the War Office got the benefit of the contract on the 6½*d.* basis?—Yes.

3988. Then you say that the War Office altered their decision at the end of six months?—Yes.

3989. And they forced this contractor to pay 7*d.* to these men?—That is so.

3990. But did the War Office advance the price of the measured work or the price of the labour work to this contractor?—Yes, we did.

3991. Then you compensated them?—We thought it to be such a strong case, and that they had so thoroughly justified their position in only paying 6½*d.*, that when they were told by the War Office that they must pay 7*d.*, on account of the large majority of the carpenters working in Aldershot being paid at that rate, we allowed them to increase the scheduled price. That is the only case in which that has been done.

3992. You would allow that if the War Office, under such circumstances, required a contractor to advance the rate of wages, the War Office ought to advance the price of the contract proportionately?—That was the view taken in that case.

Mr. *Banbury.*

3993. With regard to that I should like to ask one question. I understand your proposal to be that the contractor should pay the back wages in the event of it being determined that he had not paid the proper wages; and I must say, I think if we have any regulations of this sort, that is a very fair suggestion. But this difficulty arises supposing that is carried out. In the case of the Victoria Barracks there would be no question, because the contractor, I understand, was wilfully evading the Fair Wages Resolution; but, according to you, in the case of Martin, Wells and Company, they were not wilfully evading the Fair Wages Resolution, and, indeed, it is very

Mr. *Banbury*—continued.

very doubtful whether they were not in the right all the time?—Yes, it was.

3994. Therefore it would not have been fair in that case to make them pay?—It would be done at the public expense, in a case like that.

3995. That is rather hard, is it not, upon the taxpayer?—If the Government decide that the contractor must pay the 7*d.*, and we think that he was justified in putting in the schedule 6½*d.*, as we altered the rate which he had to pay, we should alter it from the back date.

Sir *Arthur Forwood.*

3996. Taking this principle, which was carried out in Martin, Wells and Company's case, supposing a man makes a contract with the War Office and the wages go up in the district, would you allow the contractor to advance his price, having regard to the advanced rate of wages?—No, certainly not. He gets a certain rate, 10 per cent., or whatever it is, in excess of the scheduled rate, and out of that he provides for any increase in wages.

3997. Then, do I understand that you allow these contractors 10 per cent. upon the wages for contingencies?—Ten or 15 per cent., or whatever he tenders at.

3998. You do not know what he tenders at?—He may tender atwhatever he likes.

3999. I thought you said 10 per cent. upon what he tenders?—10 per cent. or whatever it is he puts in the percentage he is going to have as profit, and taking the risk of a rise or fall in wages.

4000. Do I understand in these triennial contracts the contractor tenders at an additional percentage for his own profit and to cover the contingencies on the wages for the work?—Certainly.

4001. And you know what that is?—Not where the work is paid for by measurement; only where it is paid for by day work.

4002. When he tenders and offers to pay certain rates per hour to be paid to the men you know that the margin he has is 10 per cent.?—Yes, or whatever it is.

4003. That is to cover his risk?—Yes, more or less.

4004. You know the figure whatever it may be?—Yes.

4005. In the case of measurement work he takes the entire responsibility for any advance that may happen in wages, but you do not know what margin he is providing for himself?—Quite so.

Sir *Albert Rollit.*

4006. I do not understand you to say that wherever there is an advance of wages you would think that the responsibility, having regard to the 10 per cent. allowance, should be undertaken by the taxpayer?—Certainly not.

4007. Upon what ground in this particular case did the taxpayer have to pay this, and why?—The ground, so far as it appeared to me, from looking at the papers, was that the contractor was so clearly justified in putting this lower rate into the schedule of 6½*d.* instead of 7*d.*, that when

Sir *Albert Rollit*—continued.

the Government decided that he should have to pay 7*d.* instead of 6½*d.*, it was thought a fair case in which the 7*d.* should be paid by the Government.

4008. But the higher rate ordered was ordered in pursuance of the legal construction of the contract?—It was a doubtful point. I quite follow what you mean; but still the authorities of the day at the War Office decided that it was a case in which the higher rate should be paid; it was not a legitimate increase; it was not what you may call an increase of wages in the ordinary course. The contractor had honestly and *bonâ fide* put into his schedule the rate which he believed, and supported by evidence had been the current rate of wages for a number of years at Aldershot.

4009. May not other contractors have been deterred from tendering, by taking the opposite view, and so prejudiced the Government and the taxpayers?—I think that all the contractors in Aldershot would have tendered on the 6½*d.*, they all concurred with Messrs. Martin, Wells and Company in stating that that was the local rate.

4010. One question as to the liability to repay the rate of wages; from the date of the complaint in the case of a complaint being sustained, should you see any objection to such a clause as this: unless otherwise ordered by the War Office, in any case of complaint found against a contractor for non-payment of the proper rate, the liability should relate back to the first breach; would that meet the matter?—I think so.

4011. You would approve of that?—I have not elaborated the exact words, but something to that effect would meet it exceedingly well, I think.

4012. You regard that as a necessary and equitable consequence of the non-payment of the proper rate?—Yes, I think it is the only way of equitably meeting what really does seem to constitute a grievance, namely, that there is a certain amount of delay in settling the case; although very frequently the delay is unavoidable. In the correspondence we have noted here in the Belfast case, there were dozens of letters going backwards and forwards before I could elicit the facts.

4013. When there is unavoidable delay do you agree that it is equitable that that repayment should date back to the time of the first complaint?—Yes.

Mr. *Powell-Williams.*

4014. That is your personal opinion?—Yes, it is only my personal opinion; it has of course to be submitted to the Secretary of State.

4015. Both of these cases which we have dealt with up to the present, namely, the Martin Wells case and the Crownhill Barracks case, which I have mentioned, but did not go into, are old cases of 1894?—Yes.

4016. The Belfast Victoria Barracks case originated, did it not, in 1895?—Yes.

4017. But all the other cases you have on your list I think are old cases also; that is to say, they

Mr. *Powell-Williams*—continued.

they go back to 1894 and before 1894?—Yes. During the last two years I may say that the number of cases that have arisen have not been above half-a-dozen.

4018. I was coming to that. I want to ask you this. Of course you would recognise that there would be difficulty in carrying out any new and far-reaching resolution, such as the Fair Wages Resolution of the House of Commons, and getting it into full operation?—Yes.

4019. But now that it has been in operation for five years, do you think, in your experience and judgment, that difficulty has diminished?—Judging from the reduced number of complaints that we have received during the last two years, it seems to me that the contractors are recognising their obligations under their contracts much better than they did formerly.

4020. That leads me to ask you whether the number of cases of complaint is not very much less than it formerly was?—Very much.

4021. Now I will take any other case which the Committee may wish to go into. There was the case of the Fort Borstall, where Messrs. Patrick were concerned. I do not think I need go into that, unless you have anything to say upon that case?—I should like to say about that simply that there was an allegation in the evidence that a man was dismissed because he was a unionist. That was very carefully gone into at the time, and the evidence produced before the War Office was that the man left the union entirely of his own accord.

Mr. *Sydney Buxton.*

4022. Will you give us the reference to that?—It is referred to at Question 651 and at Questions 834 and 869, and subsequent Questions.

Mr. *Powell-Williams.*

4023. That was in 1894, was it not?—Yes, some time like that. With regard to some evidence that has been given, I should also like to say that the man was not seen in the contractor's office in the presence of the contractor, but he was seen in the office of the Commanding Royal Engineer by himself, so that he was under no influence as to the statement he made.

Sir *Arthur Forwood.*

4024. Do you consider that you are justified, or the War Office is justified, under a contract to inquire into such a complaint as whether a man has been dismissed or not from any cause from his employment?—We do not.

4025. Why did you enter into this question whether this man was a unionist or a non-unionist; is there any clause in your contract which enables you to go into the question of whether a man is an unionist or a non-unionist, or why he is dismissed?—None. I should like to give more precise information than I was able to give upon that point last year when I appeared before this Committee. There was a little doubt whether any instructions had been given by the Treasury to the War Office upon that subject; I find that none were given by the Treasury to the War Office.

Sir *Charles Dilke.*

4026. Are you aware that such instructions were given by the Treasury to some Departments?—I am aware that those instructions were given to Her Majesty's Stationery Office, and a clause to the effect of not making any difference between unionists and non-unionists appears in their contracts. How it works of course I cannot say.

Mr. *Powell-Williams.*

4027. Generally, I understand, you are here to answer for the five or six cases which you considered required an answer. I will take them in order; they are the Citadel Barracks case at Plymouth, the case of Messrs. Martin and Wells at Aldershot; the Crownhill Barracks case at Plymouth; the Netley Hospital case; the case of Fort Borstall in regard to Messrs. Patrick of Rochester; that is the case of the dismissal of the union man which you have dealt with, andthe case of Messrs. Hepburn and Gale; that is in relation to one case only; it is referred to at Question 1620. Then there is the case of Mr. Boyd, and the case of Mr. Danks as to the boilermakers?—Yes.

4028. With regard to Mr. Danks' case in regard to the boilermakers, have you a copy of a letter which has been addressed by Mr. Danks to this Committee?—I have.

4029. In relation to the evidence given by a witness respecting the wages that they pay?—Yes, with respect to the evidence of Mr. Sharrocks.

4030. Will you be good enough to read that letter to the Committee?—Yes; it is a longish letter. "Oldbury Boiler Works, near Birmingham, 21st May 1897. To the Clerk of the Government Contracts (Fair Wages Resolution) Committee. Sir,—Will you permit me, on behalf of Edwin Danks and Company (Oldbury), Limited, as one of their directors, to address the Government Contracts (Fair Wages Resolution) Committee through you as their clerk with reference to the evidence reported to have been given at the sitting of the Committee held on the 13th instant by Mr. W. Sharrocks of Wolverhampton, secretary of the Staffordshire Branch of the Boilermakers' Association, and which evidence casts imputations upon my company, and is quite inaccurate. The evidence referred to is reported in the 'Birmingham Daily Gazette' of the 14th instant as follows: 'He (referring to Mr. Sharrocks) said he had to complain that Messrs. Danks and Company, of Oldbury, who had a contract for boilers from the War Department, did not comply with the fair wages clause of their contract. They were paying wages much lower than those current in the district and a recognised rate agreed upon by boiler workmen and paid in the Staffordshire district by all the large employers. The holders-up, whose standard wage was 25*s.*, were paid from 18*s.* to 21*s.* per week, rivetters 22*s.* to 23*s.*, instead of 30*s.*, and angle smiths 30*s.* to 36*s.* in place of 38*s.* Messrs. Danks contended that the district was not bound by the Staffordshire rates, but their society considered that they should pay the rates of the district. They had complained to the War Office and sent a statement

Mr. *Powell-Williams*—continued.

statement of the general wages, and they were in hopes that the authorities would take action in the matter." Not only are the figures given by Mr. Sharrocks are quite incorrect, but he is equally incorrect in stating my company does not pay the recognised rate of wages in the Staffordshire district. For the guidance of the Committee, I beg to furnish below a statement of the standard rate of wages paid by the principal boiler makers in the district showing those paid by my company also, namely:—

— —	E. Danks and Company (Oldbury), Limited.	J. Thompson, Ettingshall.	H. and T. Danks, Netherton.	Cradley Boiler Co., Cradley.	Thompson Bros., Bradley.	Harper and Screen, Teesdale.	Wood Brothers, Brierley Hill.
Paters - - - per week	34*s.* to 36*s.*	35*s.*	28*s.* to 34*s.*	34*s.* to 36*s.*	30*s.*	33*s.*	34*s.*
Rivetters and caulkers „	26*s.* to 27*s.*	26*s* to 27*s.*	25*s.* to 27*s.*	25*s.* to 27*s.*	25*s.* to 27*s.*	25*s.*	24*s.* to 26*s.*
Holders up - - „	22*s.* to 24*s.*	22*s.*	21*s.* to 22*s.*	15*s.* to 18*s.*	21*s.* to 23*s.*	23*s.*	19*s.* to 24*s.*
Angle smiths - „	36*s.*	36*s.*	28*s.* to 36*s.*	32*s.* to 36*s.*	30*s.*	—	—
Per week, consisting of -	53 hours.	53½ hours.	53 hours.	54 hours.	54 hours.	53 hours.	—

It will thus be seen that my company pays the full standard rate of wages, and that the workmen do not work a grealer number of hours than the persons employed at the other works in the district. I desire to point out that my company's men are engaged principally upon "piece work," so that their wages are increased when so engaged to the extent of at least 25 per cent. beyond those set out above. This question has been raised on a previous occasion by the Boiler Makers Society with the Corporation of Birmingham for whom we have done a considerable quantity of work, and a committee was appointed to inquire into the matter and they investigated it thoroughly. On the 22nd February last the Secretary to the Water Committee of the Corporation wrote my company as follows:—"Dear Sirs,—Boiler Makers Iron and Steel Ship Builders Society.—Referring to the inquiry recently conducted by the Water Committee relative to the charges against your firm instituted by the above society, I am directed to inform you that the inquiry has now been closed, and that the committee have come to the conclusion that the Boiler Makers Society have not proved that you have contravened the fair wages resolution of the City Council.—Yours faithfully, *E. Amez Lees*, Secretary. Messrs. S. Danks & Co. (Oldbury), Ltd., near Birmingham. My board feel that a statement has been made public which is not true, and that unless publicly contradicted it may seriously prejudice them in the eyes not only of the trading community but of their customers also. They therefore through me most respectfully and humbly ask that the committee may be pleased to allow this statement to be publicly read and entered upon their minutes of evidence. I shall be pleased to attend before the committee personally to support the statements contained in this letter, and to submit myself for examination upon receiving an intimation I am permitted to do so. I have the honour to be, Sir, your most obedient servant, *Edwin Danks*, for and on behalf and as Director of Edwin Danks and Company (Oldbury), Limited."

Mr. *Sydney Buxton.*

4031. With regard to the man at Netley named Henderson, it was alleged that he was discharged for giving information that he was not receiving the current rate of wages. Do you remember that case?—Yes.

4032. Is it within your recollection what occurred?—We made careful inquiry into that case, and the information that was communicated to us was that Henderson was not discharged for that reason, but that he was discharged because he had been very irregular in his attendance, and that during a period of eleven months' employment he had never given one complete week's time.

4033. You say you got that evidence; from whom did you obtain that information?—From the General Officer commanding the District.

4034. Did he obtain it from the employer, or did he take it from the man who had made the complaint?—He would have got it from the employer probably.

4035. Do you suppose he communicated with Henderson himself on the subject?—Henderson had been discharged, and probably he did not.

4036. Does an employer ever discharge a man without being able to give some reason, though it may not be the true one for the discharge?—This man was in the employment of the contractor, and he could discharge him without giving any reason.

4037. The allegation was that the man was discharged because he had given information that this contractor was not paying the current rate. I understand you to say that your officer took his information from the employer, but did not take his information from those who had stated the contrary?—We do not always get the exact source from which the information is gleaned. The General Officer commanding informed us that he had made inquiries upon the subject, and had ascertained or been informed that the man had not been discharged for that cause, but because he was irregular in his attendance.

4038. My point is, I understand you to say that your officer probably only got his information from

Mr. *Sydney Buxton*—continued.

from one side, not from both?—The man probably would not be accessible; I could not say.

Mr. *Powell-Williams.*

4039. The contractor would have books which would show their attendance?—Yes, certainly; that point would be capable of verification.

Sir *Albert Rollit.*

4040. Do you know, as a matter of fact, whether the time-book of the employer was produced or not to the General Officer commanding?—I should not know that.

Mr. *Sydney Buxton.*

4041. It is obvious, is it not, that the contractor would not give the alleged reason, at all events as the reason for dismissing the man?—You mean to say it is an *ex-parte* statement.

4042. Yes; I was asking whether it would not be fair to have made inquiry from both sides, if any inquiries were made; however, it is not a case that came under your own knowledge, as I understand?—No, it did not.

Mr. *Austin.*

4043. From the evidence of the last witness it seems in regard to Army clothing that it is on the labour that the contractor relies for profit. I wish to ask you a question as to what precautions are being taken, or what is the mode adopted by the War Office in regard to contractors to see that there is a reasonable rate paid to the employés?—We only make the provision that they shall be paid the current rate of wages.

4044. You are aware that there is a log in existence known to the tailors' organisation for Army clothing?—Yes.

4045. Seeing that wide difference exists in the prices between different firms, for instance, one firm paying only half what another firm would pay,

Mr. *Austin*—continued.

do you not think that that precaution could not have been exercised in the cases I have referred to?—I do not quite understand the question.

4046. For instance, it was given in evidence here, I think by Miss Barry, that in the case of one firm they only paid about half the rate that another firm paid. Were the War Office authorities aware of that fact before they gave the contract away?—No.

Mr. *Powell-Williams.*

4047. If it is a fact?—Quite so. I do not think that Miss Barry said that that difference of payment occurred on the part of firms doing precisely the same class of work. If she compared the log or the rate paid by the West-end tailors with the log of the Army contractors, of course there would be a very wide disparity.

Mr. *Austin.*

4048. I am speaking of Army contracts; the wide difference in prices is what struck me most forcibly at the time?—As far as my information goes, and I have made very careful inquiries upon this point, the wages that are paid by all the Government contractors in London, taking London as the district, that is to say, taking Messrs. Hebbert, Messrs. Webb, and five or six large clothing contractors, who all have their establishments somewhere in the East-end of London, they all pay as nearly as possible the same rate; it may vary a penny or a halfpenny, and if there is a variation of a penny or a halfpenny the people will migrate from one to the other without any hesitation: anything like a difference of the kind that you suggest, that is to say, of a rate paid by one contractor being half that paid by another contractor on the same kind of work, that is to say Army work, I should say without further information is open to question.

Mr. ARNOLD F. HILLS, called in; and Examined.

Mr. *Sydney Buxton.*

4049. You are Managing Director of the Thames Ironworks?—I am.

4050. I believe you have read the evidence given before this Committee, or that part of it at all events in which you are specially interested, that of Messrs. Humphrys and Messrs. Penn, and so on. I understand you want to make some observations with regard to that evidence, as you are more or less in the same way of trade, and as your firm's name has been brought in. I will first ask you this question. I think we have had it in evidence that at the Thames Ironworks you have come to a general agreement with your workmen in regard to the rate of wages that you pay?—That is so.

4051. Is that with regard to workmen of all classes?—No, with the principal trades, the engineers, boiler-makers, and joiners.

4052. In your opinion can you say that there is a current rate for those three classes of workpeople which you have mentioned in London on the Thames?—You know, of course, there is a

Mr. *Sydney Buxton*—continued.

divergence as far as the engineers are concerned; there is the rate that is recognised as the trade union rate, and there is the rate paid in the South of London by the two or three leading firms, as to which you have had evidence already.

4053. You mean by those firms whose representatives have given evidence here?—Yes.

4054. It was suggested by one of those witnesses that you could not have a current rate for your work and for their work because the output was so different; would you admit that?—No, not at all. We do precisely analogous work; in fact we do work for them, and have done for many years.

4055. May we take it that one workman working in the same class of work, whatever may be the output in the end, whether he is working in the one or the other, requires to be equally skilled, and therefore there should be a current rate for the two?—In my opinion in a given district a mechanic of equal skill doing the same

Mr. *Sydney Buxton*—continued.

same class of work ought to receive the same wage.

4056. What we have had specially before us as the difficulty, I take it, in regard to these large Admiralty contracts for ships being placed on the Thames, has been the rate of wages that prevailed in London as compared with that on the Clyde for instance?—I think that has been the dominating factor.

4057. Have you read the evidence of Mr. Williamson with regard to that?—Yes.

4058. In his evidence he stated, I think, that in almost every case, at all events, it was the rule of the Admiralty in these contracts to take the lowest tender alone?—Yes.

4059. And not to take the rate of wages paid under the contract into account?—Yes.

4600. Have you anything to say in regard to that?—Yes, I have to say this: when the House of Commons passed the Resolution requiring contractors to undertake to pay the rate of wages current in their district, it was specified in Lord Spencer's time (it has since been altered), that contractors should undertake to pay the rates of wages prevailing in their several districts. So far as the Thames is concerned, and so far as my own firm is concerned, it has resulted in handicapping us in tendering to the extent of something between 20,000*l.* and 30,000*l.* on a first-class cruiser, or battle ship, since that Resolution was passed, and the result has been that the work has gone to the north, and left the Thames, where we had previously our fair share.

4061. In consequence of the current rate of wages being higher on the Thames than on the Clyde, for instance, in your view?—Precisely.

4062. The Admiralty, of course, as you know, have, for the moment, largely with a view to this Committee, left in the words "in the district; what would be the effect of that, do you think"?—It would have absolutely no effect upon those who were already recognising these differences in the rates; but it would be a strong temptation to every employer to disregard the existing district rate, and to lower their wages to the lowest rate prevalent at any shipbuilding centre in the country. The difficulty felt by the engineers on the south of the Thames has been from the very fact that they were tendering in competition with engineers paying a very much lower rate of wages in the north, and if they did not lower their rates to the wages in the north they would be, practically, shutting themselves out of competition, and so they would go on lowering the rate.

4063. You mean these words being left out the Admiralty were practically inviting a contractor on the Thames to lower his rate of wages, and when he had lowered his rate of wages his competitor in the north would be bound to lower his rate of wages in proportion?—The probability is in that direction. There is a difference, of course, in the cost of living, and rent, and other things which are higher in London, and that is the main reason, I do not say it is the only reason, for the difference, in the rate. If London was to lower its rates to the level of the rates on the Clyde or at Barrow the result would be that the Clyde and Barrow would lower their rates again.

4064. So that the weight of the Government influence as regards its contracts would be thrown upon the side of lower rates?—Invariably, by this interpretation of the Resolution.

4065. Mr. Williamson stated that while their general rule was to take the lowest tender and the lowest tender alone, the Admiralty have under certain conditions reconsidered their tenders; do you wish to say anything upon that point?—Yes. Within my experience the Admiralty has only reconsidered tenders twice. I am speaking only of cases within my own cognisance; there may be other occasions which have not come within my cognisance. The first case had relation to our own firm, so that it came within my own knowledge. It was with regard to five first-class cruisers which were given out to private contract. They built four of the same class in the Royal Dockyards and five were put out to private contract. The lowest price tendered for them was by Messrs. Napier, of Glasgow; it was generally supposed that that firm had made some mistake in the original tender; as a matter of fact their tender was 30,000*l.* or 40,000*l.* lower than that of anybody else. The Admiralty telegraphed to them and asked if they would take three at the same price. This not being the usual habit of the Admiralty, the contractors took alarm and telegraphed back that they would prefer to have only one. We happened to be second on the list and the Admiralty said to us that the prices put in by our firm were very high, in their opinion, and they asked what reduction would we take if they sent us an order for one or two of these cruisers? We replied that so far as our knowledge was concerned, the prices were not too high, and we could not make any abatement in our prices, but we should be glad to know the direction in which our price was considered high. There was an official reply sent back then that the Admiralty did not wish to enter into any argument upon the matter, but would we inform them whether we would reduce our price. We merely replied we were unable to do so. A few weeks afterwards they sent us an order for two cruisers upon our own price. The reason why I wanted to make special mention of that case is that since then considerable difficulty has arisen between those builders for the five first-class cruisers and the Admiralty, because of the very large increase of cost involved in the building of those vessels. The four ships built at the dockyards cost some 30,000*l.* apiece more than they were originally estimated at.

Chairman.

4066. I think we are getting a little wide of the point?—Of course I am in your hands. The only reason I wished to say that, was because Mr. Williamson in his evidence had argued that the Admiralty were inclined to look favourably upon the tenders so as to distribute the contracts among the different tendering firms if they could, and give them an opportunity to re-consider their terms; and I, therefore, wish to say that so far as

Chairman—continued.

as we are concerned the only offer we had was one which was of no use to us, and one which we could not possibly accept.

Mr. *Sydney Buxton.*

4067. I take it generally that your view is that which has been already expressed to the Committee, that in regard to these large Admiralty tenders the Government ought not to go merely on the question of the lowest tender, but ought to take into account broadly the rate of wages that prevails in the different districts?—Yes; I say as this Resolution has been passed by the House of Commons, and is included in the specification in giving out the national contracts, some consideration should be given to the difference in the district rate of wages.

4068. There is one other point I will refer to: a question was asked with regard to a Japanese ship which you have just built for the Japanese Government, and in looking through the evidence I think you felt that it perhaps might be thought that there was a suggestion made that that contract was obtained by some illegitimate means. I do not think there was any such intention, but I think you wish to set that right in case that should be thought?—There was a very direct suggestion made to that effect, and what I wished to ask the Committee was, that that should be deleted from the evidence, because it is a most improper suggestion.

4069. The evidence could not be deleted, but we will hear anything you have to say upon it; can you give me the reference to it?—It is at Question 1222 of the Evidence of last year, and the following questions. I ought to say I only saw it a fortnight ago for the first time.

4070. I will just read Mr. Williamson's evidence of last year in the passage you refer to: "You were asked, how came it that foreign Governments were able to build on the Thames, and assumed to pay Thames prices; and the honourable Member opposite asked you if there were not financial considerations which did not naturally and properly apply to Admiralty work? (*A.*) Yes. (*Q.*) Do you know that shipbuilding firms are accustomed to send representatives to the Governments of various foreign nations with the view of getting direct from those nations the construction of those vessels? (*A.*) Yes, it is a common practice for members of the firm to visit these foreign countries with that object. (*Q.*) And liberal commissions are paid and received for such work? (*A.*) Well, my late firm have tendered very often to foreign firms, and we have always had to allow very considerable sums for commissions for various parties interested in the contracts. For foreign Government ships I am not in a position to speak definitely, but, in making ordinary tenders for foreign merchant ships we have certainly had to do that." Then there is a further question, "Should I be right in saying that it is not altogether a question of price or quality of work that induces foreign Governments to go from time to time to the Thames? (*A.*) Well, I cannot really speak of individual firms like that; but I say in a general way that there is no doubt they do go to certain firms in the country and make their contracts, and the presumption is that there certainly is not the same amount of keen competition for these contracts as for Admiralty contracts." What do you wish to say upon that evidence?—What I should wish to do would be to put in a direct denial of the suggestion made in that passage. We have never paid a farthing in the way of commission to any parties interested in the contracts we have received from the Japanese Government or any other Government; it is our invariable rule.

Mr. *Sydney Buxton*—continued.

Sir *Charles Dilke.*

4071. Do some of your rivals of whom you have spoken employ a very considerable number of boys?—I am not able to give evidence upon that.

Sir *Albert Rollit.*

4072. Do I understand your proposition to be that, as the Government directs attention to be paid to the current rate of wages in the district, that condition ought not to be ignored in dealing with the price named in the tender?—Precisely.

4073. But that it is to be taken with all its consequences?—Yes, certainly.

4074. Generally speaking, I take it, you suggest from what you have said that the Admiralty in dealing with contracts with regard to cruisers have taken a course likely to have the effect of diminishing the present rate of wages?—Certainly.

Sir *William Arrol.*

4075. Do you mean that the people on the Clyde ought to pay the same rate of wages as you do here?—No; what I mean is this. I have prepared a statement in which the whole thing is put down in black and white. I do not know whether it would be convenient at the present moment to put it in.

Chairman.

4076. It is rather unusual to have such a statement put in?—I do not know how I am to get the evidence before the Committee in any other way. It involves a considerable mass of statistics.

Sir *William Arrol.*

4077. My question was, do you expect the Clyde shipbuilders to pay the same rate of wages as you pay on the Thames?—No, and I refer to that statement, because I have put down there in black and white the whole suggestion I have to make in regard to this matter. The Admiralty, in giving out tenders for national contracts, have an estimate prepared for them by their official advisers, as to what the cost of those vessels should be, and my suggestion is that they should take this estimate, setting out under the separate trades the different costs so far as those trades are concerned, and should run those various costs out upon the basis of the district rates of wages paid in London, on the Clyde, on the Tyne, and at other shipbuilding centres; that they should compare those differences and see approximately what it means; it would probably mean in the case of a battleship about 25,000*l.* between the Thames and the Clyde; and they should take that

Sir *William Arrol*—continued.

that into consideration in giving out the orders and make that allowance if necessary. Of course, if the Thames is higher or lower than the difference so shown they cannot take that into consideration.

4078. You expect the Admiralty to take a very different course from that which any other person contracting for the work would take?—Yes, certainly they are the national authority; they are acting for the nation, and upon the authority given by the nation in the House of Commons, which fixes the rate to be paid.

4079. Must we not make it free for everybody to come and contract. We have the same right to tender on the Clyde as you have in London. If I undertake work to be done here, as, for instance, the building of the Tower Bridge, I have to bring up the material and I have all the expense of carriage, and I have to take my contract on that condition?—But you must remember that in competing in regard to that particular matter, in getting that order, it was not a question of price, but it was because you had just built the Forth Bridge.

4080. Not at all; surely we must all be put upon the same conditions?—Where it is a question of price.

Chairman.

4081. I think we are getting very wide of the question before us. As you have your statement in print, we shall be glad to have copies to look at, but it will be understood that it is not put in yet, but it will remain for the Committee to consider whether it shall be put in?—I should very much like to be examined upon it, if it were possible.

4082. We have not seen it, and I am afraid we cannot examine you upon it, but we will consider the point?—It is an important point.

Mr. *Powell-Williams.*

4083. I want to ask with regard to an answer you gave earlier, which appeared to imply that there had been an alteration since Lord Spencer's time?—That is so.

4084. What do you mean by that?—The words "in the district" have been taken out of the specification.

4085. If you put into the specification a provision that the wages usually accepted as current in the trade shall be paid, does not that mean necessarily the wages in the particular district where the contract is accepted?—One would think so, but the present interpretation is that it does not.

Sir *Charles Dilke.*

4086. When you say the present interpretation, that is only by the Admiralty, is it not?—Yes.

Mr. *Powell-Williams.*

4087. But is that so with regard to the Admiralty; how do you make that out?—They have deliberately struck out those words to show that you may pay in London the same rate that is being paid on the Clyde, or in Barrow, for instance.

4088. In your opinion, would those wages payable on the Clyde, and applied to London, be the wages "usually accepted as current"?—I should

Mr. *Powell-Williams*—continued.

not say so, but the Admiralty say, Yes, that is so.

4089. Is there any difference, in your judgment, in either inserting or leaving out those words?—I say so far as good employers are concerned it does not make any difference, but as regards other employers it makes all the difference.

4090. That is to say, a man might import labour?—Yes, or cut down his wages.

4091. How would he cut down the wages?—By simply reducing the wages.

4092. Then they would not be the rate "usually accepted"?—It might be contended that it was the rate "usually accepted in the trade," because he would say, There is much more trade on the Clyde now than there is in London; therefore, the rate at the Clyde is the rate usually accepted in the trade.

4093. Would not the necessary interpretation of the words "in the trade" mean the trade in the district?—I think to most people it would mean that, but the Admiralty do not accept that conclusion.

Mr. *Sydney Buxton.*

4094. Up till a year ago, or whatever the time was, the words "in the district" were inserted in the Admiralty contracts and they were then deleted?—Yes.

4095. Making it clear that the Admiralty thought the words "in the district" were superfluous, or were carrying the Resolution too far?—I should like to say on that, that I find in the Blue Book of last year there has crept into the index these words, at page 153: "Conclusion that the elimination of the words 'in the district' was a tentative measure suggested by Mr. Hills, of the Thames Ironworks." That is one way in which history is written. I saw Mr. Goschen on the matter, and he suggested to me that he was going to do this, and asked me whether it would be of any use. I said it would be no use to do so.

Chairman.

4096. We will consider the statement, copies of which you have handed in for the private information of the Committee; and I think we need not detain you any further?—I should like to ask before I go that I may be heard in cross-examination, because we are touching a question which is a very important one to the whole of the London district. It is not a question only of naval policy, but a question of the House of Commons Resolution. The Resolution puts it definitely in black and white that the contractor is to pay certain rates of wages, and the results must be contemplated and faced.

The Committee Room was cleared, and after a short time the witness was again called in.

Chairman.

4097. The Committee have decided that they could not go into the whole of the statements contained in your printed paper here; but as regards the point which bears upon the inquiry of this Committee, namely, how far the omission of the words "in the district" by the Admiralty

from

Chairman—continued.

from the specification has an effect on wages, we are of opinion that that is a very proper subject for inquiry, and therefore, as I am obliged to go away, I will ask Mr. Powell Williams to take my place in the Chair, and he will ask you whether you have anything to say upon that particular point, but I must ask you, in the name of the Committee, not to go into all the points contained in this statement of yours, which appears to us to be outside what we can fairly entertain?—I will endeavour to confine myself to the point indicated by the Committee.

Mr. POWELL-WILLIAMS took the Chair.

Chairman.

4098. With regard to the specific point of the omission of the words "in the district," to what contracts did that omission apply?—To all the contracts that have been given out by the present Government.

4099. Can you tell us what the contracts were?—They were vessels of the "Pelorus" type, the "Diadem" type, and the "Canopus" type, all the classes given out under the present Government.

4100. Who have got the contract for the ships you have in mind?—They have been distributed over the North pretty freely, upon the Clyde and at Barrow.

4101. And some on the Thames?—One on the Thames.

4102. Which was that?—The "Albion."

4103. Who has that contract?—We have. I might say in regard to that that the total amount of money given out in contracts in the North during the last six years since this Resolution was passed is over seven millions of money, and so far as regards battleships a matter of 294,000*l.* has come to the Thames.

4104. But of course the Thames is doing a great deal of engineering work apart from building the ships?—Yes, a certain amount.

4105. In all these contracts the words "in the district" were omitted?—Yes.

4106. Do you suggest that, assuming those words had been included, anything different would have happened from what has presented itself?—No, I do not think it would. It is the original Resolution which has done the damage.

4107. You say it is the original Resolution which has done the damage to the Thames?—Yes.

4108. Will you explain what you mean by that?—The Resolution was passed on 13th February 1891, and since then, with the exception of the "Albion," so far as battleships and cruisers are concerned, no order has been sent to the Thames.

4109. How do you account for that?—By the very fact that this resolution involved paying different rates of wages upon the Thames to what were being paid at the out-ports.

4110. That is to say it had to be the wages payable in the Thames district?—Precisely.

4111. And those wages were higher than those of the out-ports?—Yes.

4112. Do you suggest to the Committee that if the words "in the district" were still inserted any different results would follow?—I say that so far as evilly-disposed employers are concerned it would make all the difference; it would give them a handle for cutting down their wages.

Chairman—continued.

4113. You mean if those words were not in;—If those words were not in.

4114. What you mean is that either operatives from the out-ports, who were willing to work at less money, would be brought into London, or it would be asserted that the wages generally accepted as current were the wages paid at the out-ports?—That is so.

4115. Do you think it possible that a contractor could import a sufficient number of hands into London in order to build ships to enable him to lower the London rate?—He could do one of two things, he could either import people from the country, or he could lower the rate of wages, and then we should have the position presented to us which we have in front of us to-day, namely, a strike.

4116. Take the case of a contractor paying not the London rate, but the Tyne rate, supposing there was a complaint made to the Admiralty that he was not paying the rates generally accepted as current in the trade, do you think that the Admiralty could assert that the Clyde rate was the rate generally accepted as the current rate?—That is precisely what they have done.

4117. Generally accepted as current outside the Clyde?—That is exactly what they have done. The very instance you have put has arisen. These engineers on the south of the Thames paying a lower rate than the rest of the engineers in the district; a complaint was made to the Admiralty, and they said, We consider this is their rate; we know these firms and we know that they pay this rate and regard it as the current rate.

4118. Was not the answer of the Admiralty that that was the rate current on the south of the Thames?—That was the answer, but it was not the fact.

4119. How do you make out that it was not the fact?—Simply by comparing the bulk of the labour done under one set of wages (what you may term the London County Council rate, which covers all the rates of metropolitan workers), and those who are working under this special rate which is specific to the south of the Thames.

4120. If the Admiralty or any Government Department found that there were in a certain district in London, say south of the Thames, a large number of operatives belonging to London who were willing to accept a certain rate of wages, though that were a less rate of wages than some other operatives in some other parts of London demanded, would they not be justified in saying that that was the rate generally accepted as

Chairman—continued.

as current even though the words "in the district" were not inserted?—That, of course, raises the whole question whether the operatives do accept it; they have not accepted it. We have a strike on this morning showing that they do not accept it.

4121. But assuming that to be the case, which was the case until this morning, that there were large numbers who accepted it?—But the discontent was there all the time.

4122. But they were taking that rate of pay?—They were taking it. If I lowered my rate of wages I could maintain it of course for a certain time, because where could the men go and get work? But the thing would come home in time, and in due course we should have a big strike.

Sir *William Arrol.*

4123. You say there is a strike on this morning; there was a letter read here in evidence one day as regards the arrangements between you and the Engineers' Association for certain conditions and certain hours of labour?—Yes.

4124. Do you expect that every person in the whole country is to follow you in that respect?—Certainly not, if they are not so disposed.

4125. Do you expect the Clyde shipbuilders are going to make an arrangement with their Association of Engineers to work 48 hours in the week, and to pay certain rates that you dictate to them; do you think that the Clyde should do the same as you do?—I take no responsibility for what may be done on the Clyde.

4126. I suppose that letter was *bonâ fide*?—Certainly.

4127. Do you think everybody else ought to follow you in that respect?—I can take no responsibility for anybody outside our firm.

4128. You want the Admiralty to follow you?—No. I specifically stated here that I had no wish that the Admiralty should send work to the Thames when the prices of the Thames are higher than at the out-ports, having regard to the question of wages.

4129. The Clyde wages have been rising steadily for a number of years; they have risen nearly 50 per cent. in the last 10 or 12 years, and they are steadily rising, so that I do not think you have any cause to fear?—Take the case of the engineers upon the Clyde, you had a strike lasting six months only a year ago for Glasgow and Belfast. Upon the Clyde the rate for engineers was 6¾*d.*, and labourers in London were receiving 6½*d.*, and you had a strike lasting six months.

4130. There was a strike there but it made no difference to you?—It makes a tremendous difference to general trade, the dislocation of local trade which is really the question at issue.

4131. As regards the strike in London that is because they wanted an increase of wages; how is that connected with the question we are now discussing of the rates of wages under Government contracts?—The London wages are very much affected by the action of the London County Council; they give out the largest contracts, and fix the schedule of rates that have to be paid. Naturally the engineers in different parts of London expect

Sir *William Arrol*—continued.

to be paid the same rates as the people working for the London County Council.

4132. If the County Council is attempting to raise rates artificially, what has that to do with us; we pay rates as well as the County Council, and we have a right to be considered as well as they?—London wages must be affected by the action of the County Council.

Sir *Albert Rollit.*

4133. Let me ask you a question based upon what Sir William Arrol was putting to you just now: so far from expecting or caring whether the Clyde follows suit or not, I understand you to say that you expect the conditions of each place to be regarded?—That is so.

4134. In other words that you want the London conditions to be had regard to when you tender?—Precisely.

4135. Without reference to the Clyde or Humber or anywhere else?—Precisely.

4136. I understand also your position to be that Parliament has made one condition about the current rate of wages, and that being so you think that condition should be had regard to throughout?—That is so.

4137. I understand you to say also that condition, as they interpret it, is prohibitive or at all events greatly prejudicial to the London contractors ever tendering at all?—That is so.

4138. And its effect is either to lower the wages in London or to drive labour away or to end in a strike?—That is so.

4139. Therefore again you say it ought to be regarded throughout?—Yes.

4140. The Chairman asked you about what was the current rate of wages in London; I understand you to say there has not been a large majority which would determine the current rate in favour of the view taken by the Admiralty, but the contrary?—Distinctly the contrary.

4141. So that the Admiralty has not followed the original resolution by having regard to the current rate of wages in London?—No.

Mr. *Banbury.*

4142. With regard to the last question of Sir Albert Rollit I would like to ask whether we have not had it in evidence that it is the fact that the current rate of wages is being paid by the Admiralty at the present moment, and that the rate of wages claimed by the Trades Union, certain contractors in the same line of business as yourself assert are not the current rate of wages?—I do not follow the question.

4143. Sir Albert Rollit asked whether it was not the fact that the Admiralty had refused to pay the rate of wages that were current in the trade?—You mean the employers.

4144. We have it in evidence that the rate which Messrs. Maudslay and Messrs. Penn are paying is according to their statement the rate of wages current in the trade; therefore there is a difference of opinion between yourself and Messrs. Maudslay and the others as to what is the current rate of wages in the trade?—Precisely, and that is what I say must be settled; it is not for me or for Messrs. Maudslay to settle it. But the House of Commons having laid down these conditions,

Mr. *Banbury*—continued.

ditions, they through their officers ought to see that the district rates are recognised, and the best way to do that is through the municipal authorities and the trades unions.

4145. We have it in evidence that you have entered into an agreement only to employ trade unionists?—That is so.

4146. Therefore, of course, you cannot obtain contracts from the Government, because it has been stated that they have entered into a pledge that they will not give contracts to contractors who make any distinction between unionists and non-unionists?—I know nothing of any such statement; that is quite news to me.

4147. That is the condition which Mr. Sydney Buxton has often referred to; I understand that was the resolution of the late Government.

Mr. *Sidney Buxton.*] But unfortunately that has not been communicated. We have received a letter from the Treasury to that effect.

Mr. *Banbury.*

4148. (To the *Witness.*) You say you know nothing of that condition?—No. It is obvious that if any employer chooses only to employ unionist labour if he finds that to his advantage he is at liberty to do so.

4149. In the same way I suppose any employer who chooses to employ non-unionists is at liberty to do so?—Yes, certainly.

4150. Has it not been held that an employer should be struck off the list of Government contractors if he says he will only employ non-unionists, in the Post Office, for instance?—I think that is impossible; it seems to me absurd——

Sir *Arthur Forwood.*

4151. Your complaint, as I understand it, is that the words "current in the district" have been omitted?—No, not at all. My complaint is that the original Resolution has never been interpreted as it was intended to be interpreted.

4152. There are no words in the original Resolution as to the current rate in each district?—That is so.

4153. You wish to put the interpretation upon that Resolution that in determining upon tenders to be received the Government authorities must have regard to the current rate of wages in each district?—Yes.

4154. Now in shipbuilding you, of course, provide the labour, but the bulk of the material you purchase elsewhere?—Yes.

4155. And a large proportion of that material you buy from the Clyde, or from Middlesbrough, or the Tyne, or other places?—From different districts.

4156. You buy it at as reasonable a price as you can obtain it?—Yes.

4157. Do you make any inquiry as to whether in the manufacture of that material the current rate of wages is paid?—No.

4158. So that you do not feel any obligation yourself to see whether sweating is employed upon the Tyne, or at the Barrow, or at the steel works with regard to the making of that material?—I have no responsibility in the matter.

Sir *Arthur Forwood*—continued.

4159. You buy your material in the cheapest market without any feeling of responsibilty upon you?—Yes; but the Government is responsible.

4160. You claim that in buying the material you can exercise you own discretion, but that the Government have the responsibility to see that they are paying on the current rate?—That is the difference between an individual and the Government. The Government which passes a Resolution has to observe the spirit of it.

4161. Would you expect the Government to come to you and ask you where you bought your steel plates?—If the Government received a complaint from a district that the wages of the district were not being paid I should expect them to look into it and rectify it.

4162. Supposing you are buying steel plates from the Clyde and the wages paid in the manufacture of those steel plates were not such as some people in the district thought were right, would you consider the Government could come to you and say, you are buying your plates from a firm which is not paying the current rate?—No. What I should say they would do would be this: The Admiralty having received a complaint as regards a firm, say the Steel Company for Scotland, who were producing the steel plates, that the rates current in the district were not observed, they would send word that until the rates current in the district were paid the plates should not be passed to come on to us.

4163. Then would the Admiralty go behind you?—They go behind us now they have their inspectors to inspect.

4164. They have inspectors to inspect as to quality?—And this is another consideration that must be regarded as well as quality.

4165. Then would the Admiralty go behind you to those who supply you with the material to inquire whether the wages being paid to the producers of that material were the current rates of the district?—Yes. I say that the question of wages is just as much a question to be considered as the question of quality, and as they do the one they should do the other.

4166. Then I take it, that having agreed with you for the building of an ironclad and you having purchased your plates from a firm which we will suppose do not pay the current rate of wages, you give authority to the Admiralty, as I understand you, to ask you to cancel your contract with that firm?—We can give no authority to the Admiralty. They would not ask us to cancel the contract, but they would say that they would not pass the plates until the proper rate was paid.

4167. Although the plates should be up to proper quality?—Yes; of course you know the questions you are putting are purely hypothetical. As a matter of fact, we are not purchasing plates from the Steel Company of Scotland, and so far as I know they are paying the rates current in their district; it is all *ex hypothesi* and not a matter of fact.

4168. It is not impossible that the firm from whom you buy the material, whether steel or other articles, may not be paying what some may regard

Sir *Arthur Forwood*—continued.

regard as the current rate of wages in the district?—It may be possible, but I do not think it is probable.

4169. Then you desire to interpret the Resolution as requiring the Government in allotting their work to have regard to the current rate of wages for the execution of that work in each particular district?—That is so.

4170. The rates of wages vary on the Thames from the Mersey, and Barrow from Belfast, and so on; the Clyde has a table of its own, and the Tyne has a table of wages of its own, and you wish the Admiralty, when putting out tenders, to take into consideration the rates of wages in these respective districts, and estimate for themselves how much extra should be paid for a ship, or how much less should be paid for a ship, in each of the several yards?—Quite so.

4171. And so doing, if it happened that the wages on the Tyne were higher than the wages on the Clyde, to pay the manufacturers or builders upon the Tyne a higher rate for a vessel to be produced there?—Yes.

4172. If the wages upon the Thames were found by the Admiralty to be higher than the wages on the Tyne, you suggest that a proportionate sum should be added to the price they pay the builder on the Thames for that vessel?—I think they would compare the tenders that were submitted from the Tyne and the Thames, and supposing the tender from the Tyne was 10,000*l.* less than that from the Thames, but the cost in wages was 20,000*l.* more on the Thames than on the Tyne, they would say the Thames has won it.

4173. You would get tenders in from each of the various five or six ports, and in determining which tender they would accept they would have to have regard to the wages payable in the different districts?—Certainly.

4174. Therefore the taxpayer should pay to the Thames a higher rate for a ship than upon the Tyne?—Precisely, as the taxpayers pay to the royal dockyards a higher price because ships are built there, and not at private yards.

4175. I demur to the statement that we pay a higher price at the royal dockyards, but if I was to go into that it would be a very long job, and I take it that it would be beyond the scope of our inquiry here, so that I will not pursue that. Now, the object of the Resolution is to do away with what is called the sweating system?—Yes.

4176. The sweating existed largely in the unorganised trades; I suppose the trades with which you have to do in shipbuilding are perhaps the best-organised trades in the country?—Yes.

4177. Employers are not able to impose upon the men employed in those trades exactly their own sweet will and pleasure?—That is so.

4178. Therefore I take it the engineering, the shipbuilding, and boilermakers' trade cannot be called a sweating trade?—I cannot take that as being invariably true; it entirely depends. Circumstances govern cases, but a general principle underlies them all. A man might receive 50*s.* a week, and yet be sweated, if his neighbour, who was doing the same class of task, received 3*l.*, in accordance with district rates. It is a question of how you interpret "sweating."

Sir *Arthur Forwood*—continued.

4179. Then I understand your view of sweating is not as to whether a man is receiving a reasonable sum, we will say sufficient for his keep and the keep of his family, but whether he is receiving a sum equal to that which some other man in a similar employment is receiving?—I consider if a mechanic or a labourer of a given strength or skill is receiving less than his neighbours in the district are receiving, to that extent he is coming under the term "sweating."

4180. In determining the question of wages I presume you consider the cost of living in the place, and the cost of rent has some bearing upon the question?—No doubt.

4181. Then, in giving a higher rate of wages, we will say, to the Thames, where presumably rents are higher, you will be practically giving part of the taxpayers' money to the landlord who gets the higher rent?—That is taking the question to regions where I am afraid I cannot follow you. It depends upon whether there is a landlord, and a number of other contingencies.

4182. Another element, I presume, in determining the tenders may be the cost of the yard, the rental payable for the yard?—It might.

4183. And the profits which one contractor is willing to work for as compared with another?—Yes.

4184. If the Admiralty are required to take into consideration the rates of wages payable in different districts, they must also have some information as to the profits of the contractors, and the rentals and the cost of working the yards, must they not?—Not at all. I differ from you there entirely.

4185. You do not agree with that?—I do not think the Admiralty have any business to concern themselves with the rents charged for yards, or such questions as you have been raising.

4186. As bearing upon the cost of the production of the ship?—It does not affect the wages.

Chairman.

4187. The honourable Member, I think, is rather upon the policy of the Admiralty in allotting its orders, but I think you are only going so far as to say that the Admiralty in allotting their orders ought to carry out the spirit of the House of Commons Resolution, and pay a higher price where wages are higher; that is what you said, is it not?—Yes. There seems to be an idea running through the room that the wages in London have been very much enlarged, and I should, therefore, like to say, as a matter of fact, the wages in London have not been enlarged in the last 15 years. We are paying now what we paid 15 years ago in these various trades.

Sir *Arthur Forwood.*

4188. As a matter of fact a very large quantity of the engines required for the Navy, and particularly for dockyard ships, are produced in London, are they not?—That is so; they have been.

4189. And though the rents and the charges in London are higher, I presume, than on the Tyne or the Clyde, nevertheless these firms in London have been able to compete?—With increasing

Sir *Arthur Forwood*—continued.

increasing difficulty since this Resolution has been passed.

4190. But they have been able to compete and they have obtained large orders?—But as I say with increasing difficulty.

4191. But you assent to the fact that they have received considerable orders?—Fifteen years ago these three London engineers had practically the monopoly of building engines for the Admiralty. Since that time they have gradually come into competition with all parts of the kingdom from one reason or the other and they find it extremely difficult to live; and one result is that they pay a lower rate than any other firms in London. You have had evidence upon that.

4192. As a matter of fact they are able to meet the competition with other places?—I do not think so; they get less and less every year and they complain very bitterly of the difficulty of maintaining their yards.

4193. You say that they had a monopoly; there have been very large changes in engines of recent years, have there not?—Certainly.

4194. And great advances were made in the north, faster than they were made in this part of the world, were they not?—No, I could not admit that.

4195. Have you read the evidence of Messrs. Penn and Messrs. Maudslay and other witnesses?—Yes.

4196. You say they do not pay the fair district rate of wages, as I understand?—I do not like to make any remark upon friendly firms in London. I only say that they do not pay the rate which is recognised by the London County Council and the trade unions.

4197. Has the London County Council anything to do with shipbuilding?—No; but of course it employs engineers.

4198. Have the engineers employed by the London County Council anything to do with making engines for vessels?—An engineer who has to put together an engine for the London County Council has to do precisely the same sort of work as an engineer who puts together an engine for the Admiralty.

4199. Your contention is that the men employed by the London County Council are doing a similar class of work to the men employed by Messrs. Maudslay and Messrs. Penn?—The London County Council do not employ the men, but they give out orders to people who do employ the men, and I say the men employed do exactly the same class of work.

4200. You differ from Messrs. Maudslay and Messrs. Penn in regard to that?—Naturally they say it is a special class of work; that is their obvious line of defence.

4201. You employ none but men belonging to trade unions?—That is so; in certain trades.

4202. And you have some arrangement with the men in your employ under which they have some benefit in the result of the work?—That is so.

4203. Would you have that imposed upon all shipbuilders?—No, certainly not. They can do it if they think it would be good for them; but if they do not, they need not.

Chairman.

4204. That is not part of the wages current in the district?—No.

Sir *Arthur Forwood.*

4205. When you talked about "evilly-disposed employers," do you mean by "evilly-disposed employers" those who do not pay the same rate of wages as you do?—No. I mean those who wish to use the House of Commons Resolution in an exactly opposite direction to that in which it was meant, and give it an interpretation in exactly the opposite sense.

4206. You mean those who do not pay what you consider to be the current rate of wages?—I do not express an opinion upon what is the current rate of wages. I say that is one of the things that ought to be decided by the Government; I cannot decide it. That is one of the things as to which the Government ought to intervene and decide before they give out their contracts.

4207. And not to be decided by the question of supply and demand?—Take the case of the London County Council, when they are asking for tenders (and I may say we have done a quarter of a million's worth of work for them in the last five years), they put at the end a schedule of the rates they will require to be paid when the work is done in the London district; if it is to be done out of the London district they ask what the schedule of rates will be. It would be perfectly feasible for the Admiralty to ask the contractor in every case to state the rate they proposed; and they would get the information as to what the proper rate was from the local authorities and from the recognised trade authorities.

4208. Then you would have the Mersey, the Tyne, Barrow and the Clyde, each having its own schedule?—Having its own recognised rate of wage.

4209. The Admiralty to be guided according to the schedule of each of those places?—Precisely.

4210. In shipbuilding there is a very large amount of piece-work, is there not?—Yes.

4211. Is there any current trade regulation as to the price paid for piece-work?—Yes, the piece-work is practically built up out of the day-work; and you may take it to represent about 25 per cent. more than the day-rate, as a rough rule.

4212. It may represent 30 or 40 per cent. more, may it not?—It may, but it does not often.

4213. Would you be surprised to know that the piece-work in the dockyards represents 33 per cent. more than the day rate?—I should have thought that high.

4214. Then you would require, in addition to the day wages, to have a schedule of prices for piece-work, would you not?—No. If you fix the day rate you practically fix the piece rate. All you have to do is to fix the recognised rate paid in a given trade in the given district, and the whole difficulty is at an end.

4215. The

Sir *Arthur Forwood*—continued.

4215. The rate of the piece-work depends upon the nature of the work, whether it is work on the plates or in putting in the rivets or what not?—But it is based upon the rate the men would receive if working by the day.

4216. It is expected that a man will work more diligently on piece-work than on day-work?—Yes.

4217. And in some districts they will work more diligently than they will in others?—I do not know that.

4218. In some districts there is more repair work than in others, is there not?—Yes.

4219. The Mersey and the Thames have a very large amount of repair work, have they not?—That is so.

4220. That has an influence upon wages; they are generally higher, are they not?—I do not think I should say that. It has an effect upon the wages for that particular class of work. The repair work wages run higher than the day wages, if that is what your question means.

Mr. *Broadhurst.*

4221. I understood you to say that the wages of to-day on the Thames are the same that have been running for 15 years?—From 10 to 15 years.

4222. Then the Fair Wages Resolution, which we have now under our consideration, had no effect upon your firm?—It had no effect in increasing the rate of wages. It had a very serious effect upon us in the getting of contracts.

4223. As regards wages, I suppose you pay the current rate of wages?—Yes, we did, and we do.

4224. You could not very well refuse them without difficulty?—No.

4225. I mean that at any time an attempt at reduction would lead to dispute?—If you asked an engineer to take 6*s.* instead of 6*s.* 4*d.* a day he would go out of your yard.

4226. I do not know whether you told Sir Arthur Forwood who the "evilly-disposed employers" are?—The word rather slipped out of my mouth; and I would like to withdraw the word "evilly disposed," because it sounds more offensive than I meant. I meant all those who would desire to put an unfair interpretation on the Resolution.

4227. Can you put your finger upon a definite disadvantage to the Thames in consequence of that Resolution?—Certainly.

4228. How much have you lost, do you think, by it?—I reckon our firm have lost something between one and two million pounds worth of contracts owing to that Resolution.

4229. In the six years since it was passed?—In the six years.

4230. You mean in Government contracts?—The Government have been exceptionally busy, as you know, in giving out orders for building battle-ships. We have received nothing except one boat, for which we offered a price without any prospect of profit at all. That will occupy us for three years, and under this arrangement we are compelled to pay a rate of wages which means paying 20,000*l.* or 30,000*l.* more for wages on this battle-ship than our rivals in the north.

Mr. *Broadhurst*—continued.

4231. Then how does that come in with the statement that there has been no alteration whatever in the wages in your firm since the Resolution?—Because our wages then were that amount higher than what were paid at the outports.

4232. Before the Resolution?—Yes, before the Resolution. The Resolution has not made any difference as to that.

4233. Then how does it prevent your getting Government contracts?—Because, before that Resolution was passed, we had the option of dealing with the men, and we could say, "You are getting a little old; are you content to work at your trade at so much less"? We could arrange with our men so as to deal with the question. But directly the Resolution was passed, and directly we had made these arrangements with the trades unions, the thing was no longer possible.

4234. You mean to say that when a man got a little grey you could reduce him under the old system?—Yes, and under the present system the effect is that the old men tend to go.

4235. Where do they go?—Who knows?

4236. Do you discharge them?—No; we get a younger class of workmen. When you get to the end of a job, a large number of men go off, and then when you come to a fresh contract, and you put men on again, the tendency is rather to employ the younger men than the older.

4237. In fact, the grey-headed men have to go?—That is one of the effects.

4238. Is that in consequence of the Government Resolution?—No; if the Government Resolution had been properly maintained, it would have been their strength. It is because the whole thing has been misinterpreted and put the other way about.

4239. Would you be in favour of the Resolution if it was enforced all through the country?—Certainly; if the district wages were maintained and recognised, I should say there was never a better Resolution passed in the House of Commons.

4240. You do not mean that the wages at Barrow, for instance, should be put up to the wages on the Thames?—No.

4241. But you mean that it should be administered to the full and in good faith at Barrow, on the Tyne, on the Weir, on the Clyde, and on the Thames?—I say that the district wages at Barrow, or on the Clyde, whatever they are, should be maintained, and regard had to them.

4242. Then by implication the allegation is that at other places, we will say than London, the spirit and intention of this Resolution has been evaded?—No, I beg your pardon. It is the Government who have evaded the spirit of the Resolution, not the contractors. The contractors of the various other districts pay their various rates, and this interpretation of the Resolution is magnificent for them; it is handicapping us to the extent of 30,000*l.* on every ship. The people who suffer are the people paying the higher rate of wages.

4243. What

Chairman.

4243. What is your remedy?—I say a comparison should be made when they are giving out the contracts between the rates in the various districts, and that, having made an allowance for the different district rates, the contract should be given to the man who gives the best tender to the Admiralty.

4244. That is to say, supposing a district tenders where wages are higher and prices are higher, you would have to pay the higher price?—Certainly.

4245. On what ground would you justify that?—Because of this House of Commons Resolution, which fixes the rate of wages for every contractor.

4246. But why should you make that particular man the contractor? It does not say you shall make a contractor of the man who contracts at the highest rate?—It says they shall use every effort to secure the payment of wages recognised as current in the trade. But let me take your point. You say, What is the advantage of it? Why should the Admiralty pay 10 per cent. more for a vessel built on the Thames than for one built on the Clyde? I say, for the very reason for which the Resolution was passed: to maintain the district rate of wages all over the country. Under the present system, there is continual pressure to destroy the existing rate of wages. The Admiralty have sent seven millions worth of contracts to the North, and practically nothing to the Thames; a premium of seven millions has therefore been put upon reducing the rates of wages all over the country.

4247. What the Fair Wages Resolution says is that wherever a contract is placed, the wages paid under that contract shall be the wages generally accepted as current?—Yes.

4248. But it never says (which appears to me to be your point) that, where the wages in a particular district being high the contractor is compelled to name a very high price, you shall give the contract to him, to the exclusion of those whose price, owing to the conditions under which they execute the contract, is less?—Precisely.

4249. The Fair Wages Resolution does not do that at all?—I say that the logical conclusion of the argument you put is that all the work would naturally go to the lowest paid district.

4250. Quite so?—Therefore you are continually putting pressure to lower the rate of wages. The result is that men getting the higher rate of wages in London cannot stay in London because there would be no work there; they must go to Glasgow or Barrow.

4251. Your point is that the manufacturers and employers of labour on the Thames ought to be maintained as manufacturers and as employers of labour by the Government, by their receiving Government contracts, even though their price is very much higher than the others, and though a private contractor would not accept their prices?—Yes, I say there is all the difference in the world between the Government and a private contractor. The Government represents the nation, and you must remember that this money goes in a circle.

Chairman—continued.

4252. I can quite understand from the Government point of view, it is desirable to keep many sources of supply open; but I cannot understand it from any other point of view?—Let me take the money which the tax-payer pays, as he is supposed to be the injured party, and let me trace it out. The men getting higher wages are in a better position to pay the taxes; it is the money of the nation; the money that the nation pays comes back to the Treasury, and so back again to the nation. It goes in a circle. You have only to see that it is distributed fairly, when you ask what advantage is there in it. I say there is every advantage in it. Take the case of London; London has been demoralised for the last five years, because one of its main industries has been practically destroyed. So again in the north, there is a strike coming on there, and the nation's industry is dislocated by strikes running for months.

Sir *William Arrol.*

4253. Would it answer your purpose if the Fair Wages Resolution was rescinded altogether?—I have not a word to say if it is rescinded; I have no *locus standi* if it is rescinded.

Mr. *Broadhurst.*

4254. With regard to the displacement of trade on the Thames, there was the great shipbuilding firm of Samuda Brothers, was there not?—Yes.

4255. How long is it since they closed their works?—About four to five years.

4256. Can you carry your memory back to about some 25 or 30 years ago?—You are getting to a distant date there.

4257. There was great complaints made about that time with regard to the wage movement?—Yes.

4258. So that this is another repetition of it?—Yes.

Sir *Arthur Forwood.*

4259. You said something about a strike in the North; that is a strike for higher wages?—Yes.

4260. And that may bring up the wages in the North nearer to yours?—Yes.

4261. That is arriving by natural means at what you wish to accomplish by artificial means?—It is a very slow and painful means for those who are concerned.

Sir *William Arrol.*

4262. The strike is in London, is it not?—At the present moment there is a strike going on all over the country.

4263. London is the cause of it?—It is started in London; but you must remember the same argument applies all the country over.

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APPENDIX.

APPENDIX, No. 1.

PAPER handed in by Mr. *E. C. Gibbs*, 18 March 1897.

CODE OF WAGES AND WORKING RULES OF THE PLYMOUTH BRANCH OF AMALGAMATED SOCIETY OF HOUSE DECORATORS AND PAINTERS.

Hours of Work.

I. The ordinary hours of work shall be from 7 a.m. to 5.30 p.m. on each of the first five working days, with one hour allowed for dinner, and on Saturdays from 7 a.m. to 1 p.m., from the 1st of March to the 31st of October; November and February, the hours of work to be from 7.30 a.m. to 4.30 p.m.; December and January, 8 p.m. to 4.30 p.m., with one hour for dinner, and on Saturdays to leave work at 1 p.m.; but where members are working for contractors and builders, they are to conform to the working hours as adopted by other branches of the building trade.

Wages.

II. That on and after the 10th day of April 1893 the wages to be 6½*d.* per hour.

Overtime.

III. Time and a quarter to be paid for overtime after 9 p.m.

Pay Time.

IV. All employers to commence paying wages at 1 o'clock on Saturdays. If kept waiting after 1.30, to be paid one hour. The same rule to apply where wages are paid on Friday night.

Walking Time and Country Money.

V. If work be situated not more than one mile from shop, and men are not required to attend the shop, men to walk in their own time. If work be situated beyond one mile, walking time to be allowed at the rate of three miles per hour both ways.

Railway fares and travelling expenses to be allowed on all country jobs to and from each job up to a distance of 20 miles once a week; over 20 miles and up to 30 miles once a fortnight; and over 30 miles by special arrangement with the employer.

Country money to be paid at the rate of 6*s.* per week extra, and if away on Sunday 1*s.* extra to the above. Men to pay their own lodgings.

Men returning from country jobs on Saturdays shall leave such job in time to travel by the train that arrives in town nearest to 1 o'clock. Should there be no train about that time, the men to be allowed to work on and be paid at the rate of single time in such cases. On returning to country jobs the shop or railway station to be considered the starting point; and the men returning to such job shall travel by the train leaving the town nearest to 7 a.m.

Carrying materials to be considered as working.

Notice.

VI. Employers to give one hour's notice of dismissal, and men to give the same on leaving.

Alteration of Rules.

VII. No alteration to be made by either employers or workmen in either of the foregoing rules without giving to the other six months' notice.

APPENDIX, No. 2.

PAPER handed in by Mr. *E. C. Gibbs*, 18 March 1897.

WORKING RULES for Painters and Decorators (Leicester District), agreed upon by Representatives of the Leicester Master Painters' Association and the Amalgamated Society of House Painters and Decorators, at a Conference held at the Old Town Hall, Leicester, 23rd March 1896.

WAGES.

RULE I.—The rate of wages for skilled workmen to be 8*d.* per hour ; but for superior wages to be subject to special arrangement between employer and employed ; but for inferior wages to be decided as the cases may arise by a reference to the president and secretary of the Master Painters' Association and the president and secretary of the Workmen's Association, and in case of disagreement the subject shall be referred to an umpire, whose decision shall be binding.

OVERTIME.

RULE II.—All overtime to be paid for at the ordinary rate per hour (excepting from 7.30 p.m. to 6 a.m.) on each of the first five days of the week at one-and-half the ordinary rate per hour ; and on Saturdays from 1 p.m. to 3 p.m. at one-and-half the ordinary rate per hour. After 3 p.m. on Saturdays till 6 a.m. the Monday following, at double the ordinary rate per hour. Christmas day to be classed as Sunday.

RULE II.—*Clause A.*—In the event of any workman being on country work whereby he has to lodge out, he may be permitted to work one hour longer than in town time on each of the first five days of the week at the ordinary rate per hour, but Saturdays shall be classed as in town work.

WORKING HOURS.

RULE III.—The ordinary hours of work shall be from 6 a.m. to 5.30 p.m. on each of the first five working days of the week, one-and-half hours per day allowed for meals, and on Saturdays from 6 a.m. to 1 p.m., with half-an-hour allowed for breakfast. But from the first Monday in November to the last Saturday in February, when, if artificial light is not furnished, the ordinary hours of work shall be from 8 a.m. to 4.30 p.m. on each of the first five days of the week, with one hour for dinner, and on Saturdays from 8 a.m to 1 p.m., no time being allowed for meals. A uniformity of time for meals to be acknowledged as follows:—

Breakfast, 8 to 8.30 a.m. Dinner, 1 to 2 p.m.

PAYMENT OF WAGES.

RULE IV.—All employers to commence paying either on the works or at the office at 1 p.m., and if not paid by 1.30 p.m., such time to be charged for as double time, and all time after the same rate.

APPRENTICES AND IMPROVERS.

RULE V.—All apprentices shall be properly indentured till 21 years of age, and all improvers to be defined as apprentices.

Labourers shall under no consideration be allowed to do any painting or paperhanging whatever.

DISTANCE.

RULE VI.—If the works are situated beyond the undermentioned places, the men to walk in their own time to the following stations :—

Wigston Road - -	Railway Bridge.
Aylestone Road	Cattle Market Gates.
Narborough Road	Walnut Street, Extension.
Hinckley and Ashby Roads	Fosse Road.
Belgrave and Melton Roads - -	Melton Turn.
Humberstone Road -	Spinney Hill Road.
Abbey Lane -	The Abbey.
London Road - -	Park Road.
Evington Road	Mere Road.

And then walking time shall be allowed at the rate of three miles per hour from the above-named stations ; the men to walk back in their own time a distance of two miles from the Clock Tower, except on Saturday, when, if the wages are not paid on the job or place of work, time shall be allowed for the men to walk to the yard by 1 p.m. If paid on the job, the men be allowed time to walk to the above-named stations by 1 p.m. All jobs above three and under 20 miles, train fare and lodgings shall be allowed every week ; if no train, time shall be allowed for walking to and from the job every week. All jobs over 20 miles and up to 50, the men to come home once a month ; over 50, once in six weeks. Paid as if in town, train fare, lodgings, and travelling to be paid by the employer, and 2*s.* 6*d.* extra be allowed for each man for the Sundays they stay away from home.

NOTICE.

RULE VII.—One hour's notice shall be given by the employer or workman of any intention to put an end to the service, or in default thereof either party shall forfeit or pay the other one hour's wages. Any employer or workman giving notice to leave his employment, his employer shall pay such wages due to him on the same day.

ALTERATIONS OF RULES.

RULE VIII.—No alteration to be made either by the employer or workmen in any of the foregoing rules, without notice in writing be given on or before the first Monday in January in any year, stating full particulars of the proposed alterations, and the party receiving any such notice shall reply to either by giving a counter notice or otherwise on or before the first Monday in March ensuing, after which, if necessary, a Council, composed of seven employers and seven workmen (as after provided), shall meet to consider proposed alterations during the month of March, and if agreed to shall come into operation on the first Monday in June then following. If no notice be given of any alterations on the above date these rules to remain in full force as above.

COURT OF ARBITRATION.

RULE IX.—A Court of Arbitration to be formed, consisting of seven employers and seven workmen, who shall meet to settle any dispute that may arise, and not provided for in these Rules; no cessation of work to take place either by strike or lock-out, but all disputes to be settled by the Court appointed, and if the members forming the said Court cannot agree upon any of the points laid before them they shall appoint an umpire, whose decision shall be final and binding on all parties, and no appeal shall be made to any Court of Justice; the courts shall be formed of seven employers and seven workmen. The umpire to be elected by the above (if necessary). Should any of the above parties die, or resign, another shall be elected in his stead by either of the aforesaid parties, as the case may be.

PUBLICATION OF RULES.

RULE X.—These Rules shall be printed and posted in some conspicuous place in each of the employers' workshops in Leicester, each employer to be served with two copies, and a copy of these Rules shall be taken as evidence of the contract as submission to conference or arbitration between any employer or workman in any proceedings to enforce any award made under these Rules.

Signed, on behalf of employers and workmen,

Thos. C. King.
W. A. Banton.
Jno. W. Barker.
Thos. Pratt.
Geo. H. Barker.
J. W. Benskin.
W. Major.
William Perkins.
Alfred Findley.
Edward Duggan.
William T. Wood.
G. S. Denniss.
Alfred Johnson.
George Colman.

APPENDIX, No. 3.

PAPER handed in by Mr. *E. C. Gibbs*, 18 March 1897.

AMALGAMATED SOCIETY OF PAINTERS AND DECORATORS.

NORWICH BRANCH.

THE under-mentioned, being Norwich Employers in the Building and Painting Trades, signed an agreement on 13th May 1895, to give an advance of half-penny per hour, making painters' wages in future fivepence halfpenny instead of fivepence.

R. M. Gibbs, Secretary,
104, Armes-street, Heigham, Norwich.

J. S. SMITH, 24, City-road, Norwich.
W. H. CLARKE, 39, Devonshire-street.
J. & J. KING, St. Andrew's.
G. TINKLER, 43, Denmark-road.
F. CHAPMAN, 1, Hall-road, Lakenham.
CLABBURN BROTHERS, Pitt-street.
G. W. PIGG, 15, Colegate-street.
W. NORTH & SONS, St. Stephen's.
E. W. NOBBS, Sussex-street.
F. WILD, 3, Victoria-street.
W. E. BIRD, Surrey-street.
J. YOUNGS & SONS, Chapel Field-road.
R. DAWS & SONS, Dereham-road.
T. C. R. KING, Prince of Wales-road.
J. READ, Pottergate-street.
PULLEN & MACE, St. Giles.
T. HORTH, Magdalen-street.
W. DOWSON, St. George's.
G. E. HAWES, Duke-street.
H. LACEY, Station-yard.
S. CHAPMAN & SONS, Rupert-street.
W. THOMPSON, Chapel Field-road.
PLUMB & BROWN, Back of Grove-road.

APPENDIX, No. 4.

PAPER handed in by Mr. *A. W. Ireland*, 25 March 1897.

ROCHESTER AND CHATHAM DISTRICT.

CODE of WORKING RULES for CARPENTERS and JOINERS, as settled by Arbitration, 19th August 1893.

1. THAT the rate of wages be 7¾*d.* per hour.

2. That the hours of work in summer shall be from 6 a.m. to 5.30 p.m., with half-an-hour for breakfast and one hour for dinner ; and on Saturday, from 6 a.m. to 1 p.m., allowing half-an-hour for breakfast.

3. That the hours of work in winter, viz., eight weeks before Christmas, be as follows :—The first two weeks from 6.30 a.m. to 5 p.m., with half-an-hour for breakfast and dinner respectively. The next four weeks 7 a.m. to 4.30 p.m., with half-an-hour for breakfast and dinner respectively. For the next week from 7.30 a.m. to 4.30 p.m., half-an-hour being allowed for dinner. For the next two weeks, viz., one week before and one week after Christmas, from 7.30 a.m. to 4 p.m., with half-an-hour for dinner. For the next week, from 7.30 a.m. to 4.30 p.m., with half-an-hour for dinner. For the next four weeks, from 7 a.m. to 4.30 p.m., and half-an-hour for breakfast and dinner respectively. For the next two weeks, 6.30 a.m. to 5 p.m., with half an-hour for breakfast and dinner respectively.

4. That overtime, when worked at the request of the employers, but not otherwise, shall be paid at the following rates, namely :—Time and a quarter from 5.30 p.m. to midnight ; time-and-a-half from midnight to 6 in the following morning, when overtime shall cease ; on Saturdays, time-and-a-quarter from 1 p.m. to 8 p.m., time-and-a-half from 8 p.m. to 6 in the following morning ; on Sundays, Christmas Day, and Good Friday double time from 6 a.m. to 6 a.m. in the following morning. No overtime shall be reckoned until each full day has been made, except where time is lost by stress of weather.

5. That walking time shall be allowed at the rate of three miles per hour, when the job exceeds two miles from employer's premises. When men are required to lodge away, they shall be conveyed to and from the work weekly, and lodging paid. Should men be away, and have to walk more than three miles to obtain lodging, they shall be allowed the same rate of walking time as in the district. When wages are not paid on the works, the men to be at their employer's yard or shop at 1 o'clock.

6. That two hours' notice, by either employers or employed, on leaving, be allowed for grinding and sharpening of tools ; such notice to expire at the end of the day's work in all cases, but in no case shall a man leave his employment until the end of the day's work.

7. That no employer shall set any person to do the work of carpentering but a recognised carpenter.

8. That upon all jobs, the employer shall provide a suitable place for the safety of the workmen's tools, and also a suitable place to get their food, where possible.

9. In case of dispute, the matter to be submitted to an arbitration committee, consisting of six employers and six carpenters and joiners, who shall be sole judges, and their decision shall be final ; in case of non-agreement a referee shall be elected by the majority of the committee, whose award shall be final.

10. That these rules come into force as from the 21st day of August 1893, and remain unaltered until 31st May 1896. That three months written notice expiring on such or any subsequent 31st May be given by either party before any alteration in these rules can take place, such notice to specify the rule to be altered. If the proposed alteration is not agreed to by the other party within one month of the notice, the matter shall be forthwith submitted by the party proposing the alteration to the arbitration committee.

We hereby certify that the above printed rules have been settled by us and form our award in the arbitration.

Frederick F. Smith, Mayor of Rochester.
C. T. Smith, Mayor of Chatham.
Charles Best, Branch Secretary, 77, Morden-street, Rochester.
Mr. *F. Scoone*, Hon. Secretary Masters' Association.

19 August 1893.

APPENDIX, No. 5.

PAPER handed in by Mr. *E. C. Gibbs*, 18 March 1897.

AMALGAMATED SOCIETY OF HOUSE DECORATORS AND PAINTERS.

London District.

Working Rules as agreed to at a Conference held on 10th June 1892 at 31 and 32, Bedford-street, Strand, W.C., between the Central Association of Master Builders of London, and the representatives of the Operatives engaged in the various Branches of the Building Trades, and signed 23rd June 1892.

1. That the working hours in summer shall be 50 per week.

Summer.—First five days, 6.30 a.m. to 8 a.m ; 8.30 a.m. to 12 noon ; 1 p.m. to 5 p.m. Saturday, 6.30 a.m. to 8 a.m. ; 8.30 a.m. to 12 noon.

2. That during 14 weeks of Winter, commencing on the first Monday in November, the time shall be worked, for the first three weeks 8½ hours per day ; during the eight middle weeks 8 hours per day ; and the three following weeks 8½ hours per day.

Winter.—First five days, 7 a.m. to 8 a.m. ; 8.30 a.m. to 12 noon ; 12.30 p.m. to 4 p.m. During the first three weeks and last three weeks of winter the time for leaving off shall be 4.30 p.m. Saturday, 7 a.m. to 8 a.m. ; 8.30 a.m. to 12 noon.

3. That the present rate of wages for skilled mechanics and labourers shall be advanced one halfpenny per hour.

4. That overtime when worked at the request of employers, but not otherwise, shall be paid at the following rates, namely :—From leaving off time until 8 p.m., time and a quarter ; from 8 p.m. to 10 p.m., time and a half ; after 10 p.m double time. No overtime shall be reckoned until each full day has been made, except where time is lost by stress of weather. On Saturdays the pay for overtime. from noon till 4 p.m., shall be time and a half, and after 4 p.m. and Sundays, double time. Christmas Days and Good Fridays shall be paid for the same as Sundays.

5. That employers shall give one hour's notice or pay one hour's time on determining an engagement. All wages due shall be paid at the expiration of such notice, or walking time if sent to yard.

6. That men who are sent from the shop or job, including those engaged in London and sent to the country, shall be allowed as expenses 6*d*. per day for any distance over six miles from the shop or job, exclusive of travelling expenses, time occupied in travelling, and lodging money.

7. That payment of wages shall commence at noon, or as soon thereafter as practicable, on Saturdays, and be paid on the job. But if otherwise arranged, walking time at the rate of three miles per hour shall be allowed to get to the pay-table at 12 noon.

8. That employers shall provide, where practicable and reasonable, a suitable place for the workmen to have their meals on the works, with a labourer to assist in preparing them.

9. That wages earned after leaving-off time on Fridays and Saturdays only shall be kept in hand as back time.

10. That the term London District shall mean 12 miles radius from Charing Cross.

11. That six months' notice, on either side, shall terminate the foregoing rules, to expire on the 1st of May. The foregoing rules shall come into force on the first Monday in November, 1892, but the increase of pay to Bricklayers shall commence from first week in July.

On behalf of the Central Association of Master Builders of London :

(signed) *Thomas Francis Rider.*
Stanley G. Bird.
Frank May.
John Mowlem Burt.
F. J. Dove.
E. S. Henshaw,
Secretary.

Henry Holloway,
(Holloway Brothers).
B. E. Nightingale.
John T. Chapell.
Richard S. Henshaw,
Secretary to Strike Committee.

On behalf of the Operative Painters :

(signed) *Edwin C. Gibbs.*
A. Gaiger.
Lewis Hall.

NEW RULE AGREED.

RULE 5A.—Any workman desiring to leave work during the week shall be entitled to receive his money at 5 p.m., as provided for by Rules 5 and 7, subject to his having given the foreman notice before 12 noon.

Notwithstanding the above arrangement, in the event of more than 10 per cent. of the workmen of each trade employed at the shop or job giving notice to leave during the week, they shall not be entitled to receive their money until the usual time on the following Saturday.

On behalf of the Central Association of Master Builders of London :

(signed) *Thomas Francis Rider.*
Stanley G. Bird.
John Mowlem Burt.
Henry Holloway.
Frank May.
F. J. Dove.
Richard S. Henshaw,
Secretary, Standing Committee on Trade Questions.
E. S. Henshaw,
Secretary.

Henry R. Taylor, On behalf of the Bricklayers.
Paul Weighill, On behalf of the Masons.
Daniel Hennessy, On behalf of the Plasterers.
W. Beecroft, On behalf of the Plumbers.
Edwin C. Gibbs, On behalf of the Painters.
Abraham Whitehouse, On behalf of the Smiths' Fitters, &c.
W. Stevenson, On behalf of the Labourers.

31 and 32, Bedford-street, Strand, W.C.,
3 March 1893.

APPENDIX, No. 6.

PAPER handed in by Mr. *G. Dew*, 25 March 1897.

AMALGAMATED SOCIETY OF CARPENTERS AND JOINERS.
(London District Management Committee.)

WORKING RULES for Carpenters and Joiners in the London District, as agreed to on Friday, 29th May 1896, between the Representatives of the Carpenters and Joiners' Societies and the Central Association of Master Builders of London.

1. THAT the working hours in summer shall be 50 per week for 40 weeks. That during the 12 weeks of winter, commencing on the second Monday in November, the working hours shall be for the first three weeks and the last three weeks 47 hours per week, and during the six middle weeks 44 hours per week.

HOURS OF LABOUR.

Summer (for 40 weeks).—First five days of each week : 6.30 a.m. to 8 a.m., 8.30 a.m. to 12 noon, 1 p.m. to 5 p.m. Saturdays, 6.30 a.m. to 8 a.m., 8.30 a.m. to 12 noon. Equal to 50 hours per week.

Winter (for 12 weeks).—For three weeks commencing the second Monday in November.—First five days of each week : 7 a.m. to 8 a.m., 8.30 a.m. to 12 noon, 12.30 p.m. to 4.30 p.m. Saturdays : 7 a.m. to 8 a.m., 8.30 a.m. to 12 noon. Equal to 47 hours per week. For the next six weeks.—First five days of each week : 8 a.m. to 12 noon, 12.30 p.m. to 4.30 p.m. Saturdays : 8 a.m. to 12 noon. Equal to 44 hours per week. For the following three weeks.—First five days of each week : 7 a.m. to 8 a.m., 8.30 a.m. to 12 noon, 12.30 p.m. to 4.30 p.m. Saturdays : 7 a.m. to 8 a.m., 8.30 a.m. to 12 noon. Equal to 47 hours per week.

Joiners in shops to have one hour for dinner throughout the year.

2. That the present rate of wages shall be advanced one halfpenny per hour.*

3. That overtime, when worked at the request of the employers, but not otherwise, shall be paid at the following rates, namely : From leaving-off time until 8 p.m., time and a-quarter ; from 8 p.m. to 10 p.m. time and a-half ; after 10 p.m., double time. No overtime shall be reckoned until each full day has been made, except where time is lost by stress of weather. On Saturday the pay for overtime from noon to 4 p.m. shall be time and a-half ; and after 4 p.m., and Sunday, double time. Christmas Day shall be paid for the same as Sunday.

4. That one hour's notice be given, or one hour's time be paid, by either side on determining an engagement. All wages due shall be paid at the expiration of such notice, or walking time if sent to the yard. All workmen who are in receipt of full wages, and who have been employed for not less than 42 hours, shall, on discharge, receive one hour's notice, to be occupied, as far as is practicable, in grinding tools, with one hour's pay in addition. In the event of

* The minimum standard rate of wages is now 10*d.* per hour.

of more than 10 per cent. of the workmen of the trade employed at the job giving notice to leave during any one day (except Saturday) they shall not be entitled to receive their money until noon on the following day.

5. That men who are sent from shop or job, including those engaged in London, and sent to the country, shall be allowed as expenses 6*d.* per day for any distance over six miles from the shop or job, exclusive of travelling expenses, time occupied in travelling, and lodging money.

6. That payment of wages shall commence at noon, or as soon thereafter as practicable, on Saturday, and be paid on the job. But if otherwise arranged, walking time at the rate of three miles per hour shall be allowed to get to the pay-table at 12 noon.

7. That employers shall provide, where practical and reasonable, the following conveniences :—

(a) A suitable place for the workmen to have their meals on the works, with a labourer to assist in preparing them.

(b) A lock-up, where tools can be left at owner's risk.

(c) A grindstone for the use of the workmen.

8. That wages earned after leaving-off time on Friday and Saturday only shall be kept in hand as back time.

9. That the term "London District" shall mean 12 miles radius from Charing Cross.

10. That in the event of an objection to the employment of any workman no strike shall take place prior to the matter being referred to and decided by the Board of Conciliation, whose decision shall be final and binding.

11. That six months' notice on either side shall terminate the foregoing rules.

Signed, on behalf of the Carpenters and Joiners,

W. M. Thompson.
A. Jolliffe.
G. Taylor.
J. Shoesmith.
A. W. Raynor.
W. Matkin.
F. Chandler.
J. Armstrong.
R. Thurston.
A. Wilkinson.
J. Coulthard.

R. Rust, Secretary.

Signed, on behalf of the Central Association of Master Builders,

Henry Holloway.
Frank May.
J. H. Colls.
F. J. Dove.
W. Shepherd.
H. H. Bartlett.
Benjamin J. Greenwood.

31, Bedford-street, Strand, W.C.,
29 May 1896.

R. S. Henshaw, Secretary.

Any firm infringing any of these rules should at once be reported to the M.C.

138, Salisbury-court, Fleet-street, E.C.

J. Coulthard, Chairman.
R. Rust, Secretary.

APPENDIX, No. 7.

PAPER handed in by Mr. *G. Dew*, 25 March 1897.

WORKING RULES for Carpenters and Joiners, as agreed to by the Master Builders' Association of Plymouth, Stonehouse, Devonport and Neighbourhood. 1893.

HOURS OF LABOUR.

I. From March to October inclusive 6 a.m. to 5 p.m.; one hour for dinner, and half an hour for breakfast.

November and February, 7.30 a.m. to 5 p.m.; one hour for dinner only; December and January, 7.30 a.m. to 4.30 p.m.; half an hour for dinner only. In-door and out-door men to work the same time.

BOUNDARY LIMITS.

II. That boundaries be adopted, which shall be :—Compton Lane End, Mannamead, Embankment Gate, Laira, Lipson Mills, Lipson Peverell Park, Mr. Spooner's, Milehouse, to main road at Ford, and Alexander-road to Keyham. To be at all Ferries, at 6 or 7.30 a.m., according to time of year. Saltash Ferry excepted; in this case walking time to be allowed from Alexandra-road, Ford. Beyond these limits walking time to be allowed as provided for in Rule III.

RATE OF WAGES.

III. The current rate of wage shall be 7½*d.* per hour, on all town jobs. On all jobs beyond the limits, and under four miles from the boundaries the rate of wage shall be 7½*d.* per hour, and time allowed for walking one way, at the rate of three miles an hour for the distance beyond the limits. On all jobs beyond four miles from the boundary limits, the current rate of wage shall be 8½*d.* per hour, and this to include travelling and other expenses.

OVERTIME.

IV. All overtime to be paid at the rate of time and quarter for the first two hours, after that, time and half (Saturdays excepted), when it shall be time and half from 1 p.m. to 12 p.m. Sundays, Christmas Days, and Good Fridays, double time (coffin work included). The above per centage not to commence until the full day is worked.

PAYMENT OF WAGES.

V. Payment of wages to commence not later than 1.15 p.m. on Saturdays, and 5.15 p.m. and 4.45 p.m. on other days according to season of year. If not commenced at the above time, overtime to be charged at the ordinary rate.

WORKMAN'S TOOLS.

VI. That on all jobs the employer shall provide a suitable place, secured with lock and key, for the safety of the workmen's tools. The tools to be at the workman's risk.

NOTICE OF DISMISSAL.

VII. That before discharging men, one hour's notice be always given when working in the shop, and two hours' notice when working in the buildings previous to leaving off time, or the employer to forfeit one or two hour's pay respectively. The time to be devoted to tools or worked. The same rule to apply to workmen leaving their employer

PIECE-WORK.

VIII. No piece-work or sub-contracting to be permitted for labour only.

WHEN TO COME INTO OPERATION.

IX. That these Rules come into operation on 1st March 1893. The first pay to take place on the Friday or Saturday following, and shall be equally binding on employer and workmen.

ALTERATION OF RULES.

X. Any alteration in these Rules, six months' notice to be given on either side.

Signed, on behalf of the Master Builders' Association,

C. L. Duke, Hon. Sec.

Signed, on behalf of the Amalgamated Society of Carpenters and Joiners,

Amos Spear, *Richard A. Atwill*, *William Julian*, *William B. Uren*, } Trade Management Committee.

Dated 23rd February 1893.

Charles E. Symons, Secretary.

APPENDIX, No. 8.

PAPER handed in by Mr. *R. H. Attwill*, 1 April 1897.

LONDON BUILDING TRADES FEDERATION.

Office :—30, Fleet-street, E.C.

WORKING RULES for the Building Trades of London.

1. THAT the working hours in summer shall be 50 per week (*see* Note A. at foot).

2. That during 14 weeks of winter, commencing on the first Monday in November, the time shall be worked for the first three weeks 8½ hours per day ; during the eight middle weeks 8 hours per day ; and the three following weeks 8½ hours per day (*see* Note A. at foot).

3. That the present rate of wages for skilled mechanics and labourers shall be advanced ½*d.* per hour.

4. That overtime, when worked at the request of employers, but not otherwise, shall be paid at the following rates, namely : from leaving off time until 8 p.m., time and a quarter ; from 8 p.m. to 10 p.m., time and a half ; after 10 p.m., double time. No overtime shall be reckoned until each full day has been made, except where time is lost by stress of weather. On Saturdays the pay for overtime, from noon to 4 p.m., shall be time and a half ; and after 4 p.m., and Sundays, double time. Christmas Day and Good Friday shall be paid for the same as Sundays.

5. That employers shall give one hour's notice or pay one hour's time, on determining an engagement. All wages due shall be paid at the expiration of such notice, or walking time if sent to yard (*see* Note B. at foot).

6. That men who are sent from the shop or job, including those engaged in London and sent to the country, shall be allowed as expenses 6*d.* per day for any distance over six miles from the shop or job ; exclusive of travelling expenses, time occupied in travelling, and lodging money.

7. That payment of wages shall commence at noon, or as soon thereafter as practicable, on Saturdays, and be paid on the job. But if otherwise arranged, walking time at the rate of three miles per hour shall be allowed to get to the pay table at 12 noon.

8. That employers shall provide, where practicable and reasonable, a suitable place for the workmen to have their meals on the works, with a labourer to assist in preparing them.

9. That wages earned after leaving off time on Fridays and Saturdays only shall be kept in hand as back time.

10. That the term "London district" shall mean 12 miles radius from Charing Cross.

11. That six months' notice, on either side, shall terminate the foregoing rules, to expire on the 1st of May. The foregoing rules shall come into force on the first Monday in November 1892, but the increase of pay to bricklayers shall commence from the first week in July.

APPENDIX, No. 9.

PAPER handed in by Mr. *H. F. Hayes*, 5 April 1897.

BUILDERS' LABOURERS.

COPY of AGREEMENT of Working Times and Rules agreed to between the Master Builders of Portsmouth and the Amalgamated Labourers' Union, 13th March 1893.

WORKING TIMES AND RULES.

Hours of Labour.

1. That the working hours in summer (with the exception of the first and last two weeks, when work shall commence at 6.30 a.m.) shall be 56½ per week, as follows:—First five days, 6 a.m. to 8, 8.30 to 12, 1 to 5.30 p.m Saturdays, 6 a.m. to 8, 8.30 to 1 p.m. That during 14 weeks of winter, commencing on the first Monday in November the time shall be, for the first and last three weeks, nine hours per day, viz., 7 a.m. to 8, 8.30 to 12, 12.30 to 5 p.m., Saturdays, 7 a.m. to 8, 8.30 to 1 p.m. During the eight middle weeks, 8½ hours per day, as follows:—First five days, 7.30 a.m. to 12, 12.30 to 4.30 p.m. Saturdays, 7.30. a.m. to 1 p.m.

Rate of Wages.

2. That the current rate of wages be 5*d.* per hour all the year round, the employer to provide all sharps.

Overtime.

3. That overtime, when worked at the request of the employers (but not otherwise), shall be paid at the following rates:—From leaving-off time to 8 p.m., time and quarter; from 8 p.m. to 10 p.m., time and half; after 10 p.m., double time. But if time is lost other than by stress of weather, overtime on that day shall not count until the full day has been made. On Saturday the pay for overtime shall be, from 1 p.m. to 4 p.m., time and quarter; 4 p.m. to 8 p.m., time and half; after 8 p.m., and Sundays, double time. Christmas Day shall be paid for the same as Sunday.

Notice of Dismissal.

4. The employers to give one hour's notice or one hour's pay; the employés to give the same amount of notice or forfeit one hour's pay. On terminating an engagement, all wages due shall be paid at the expiration of such notice, or walking time allowed if sent to the yard.

Country Work.

5. That men who are sent to country jobs, or any distance beyond four miles from the Town Hall, shall be allowed one halfpenny per hour extra, lodgings, travelling expenses upon engagement and upon termination of engagement, and time occupied in travelling. Should an employé leave the work of his own accord, he to forfeit his return fare.

Payment of Wages.

6. That payment shall commence at one o'clock on Saturdays, and where bricklayers are employed number of 12 and upwards, payment shall be made on the works.

Accommodation.

7. That employers shall provide suitable accommodation for the workmen to have their meals on the works, proper lock-up for tools, and sanitary conveniences.

8. That six months' notice on either side, to expire on the 1st of May, shall terminate the foregoing rules; these rules shall come into force on the 13th of March 1893.

Signed, on behalf of the Master Builders of Portsmouth—
Charles Dye, Chairman.
James Biden, Vice Chairman.
Henry Jones.
J. H. Corke.
H. Hodgson.
F. W. Simpson, Secretary.

Signed, on behalf of the Amalgamated Labourers' Union—
John Jacobs, Chairman.
C. H. Adams.
George Cockram.
William Chaplen, Secretary.

T. Coffey, General Secretary,
General Labourers' Amalgamated Union.

Sussex Hotel, 13 March 1893.

WORKING RULES agreed to between the Master Builders of Portsmouth and the Amalgamated Society of Carpenters and Joiners, 1st May 1895.

SPECIAL NOTICE TO MEMBERS.

Members are requested specially to take notice of the following extracts from the general rules of the society, which must be strictly observed:—

Rule 26, part of Clause 1.—"The management committee shall have power to fine (the amount not to exceed 2*l.*), suspend, or expel any member who has brought the society into discredit, wilfully violated the trade rules of the district, or who has refused to comply with the committee's decision. These provisions also apply to managing committees when no trade movement is in progress."

Rule 46, part of Clause 1.—"Any member having taken a sub-contract, or piece-work, or working for either of these classes of employers will be dealt with as stated above, a sub-contractor or piece-worker being defined as a person taking the labour of a job only, and not supplying the material."

Rule 35, part of Clause 6.—"Any individual member who may leave his employment in accordance with instructions from his branch or the management committee, shall be entitled to trade privileges until he next obtains employment."

Any member knowing of any violation of these working rules is requested to at once communicate with the secretary of his branch, or with the secretary of the management committee.

RULES.

Hours of Labour.

1. The ordinary hours of labour shall be from 6 a.m. to 5.30 p.m. on each of the first five working days of the week, with one hour and a-half allowed each day for meals; and on Saturdays from 6 a.m. to 12 noon, with half an hour allowed for breakfast.

Clause *b*.—But during the winter months the hours for men employed in shops shall be from 7.30 a.m. to 5.30 p.m., with one hour allowed for meals, and on Saturdays from 7.30 a.m. to 12 noon.

Clause *c*.—For men employed on unprotected buildings the hours of work during the winter months shall be as follows:—For the first and last three weeks, 7 to 8 a.m., 8.30 to 12 noon, 12.30 to 5 p.m. For the eight middle weeks, from 7.30 to 12 noon, 12.30 to 4.30 p.m. Saturdays to cease at 12 noon. The winter months shall be considered to commence on the first Monday in November, and continue for 14 weeks from that date.

Country Work.

2. Workmen sent to a distance exceeding four miles from the Town Hall shall be allowed an extra halfpenny per hour, together with lodging money, travelling expenses upon engagement and termination of the same, with time occupied in travelling. Should a workman leave a job of his own accord, he shall forfeit his return fare.

Rate of Wages.

3. The current rate of wages shall be 7½*d*. per hour.

Overtime.

4. All overtime shall be paid for at the following rates:—From 5.30 p.m. to 8 p.m., time and a-quarter; 8 p.m. to starting time next morning, time and a-half. Saturdays from 12 noon to 4 p.m., time and a quarter; 4 p.m. to 8 p.m., time and a-half; after 8 p.m., and on Sundays and Christmas Days, double time. No overtime to be worked unless absolutely necessary.

Payment of Wages.

5. Payment of wages shall commence not later than 10 minutes past leaving-off time on Friday evening.

Notice of Dismissal.

6. That two hours' notice shall be given by either employer or workman of an intention to put an end to the service. In default of such notice either party so in default shall forfeit two hours' pay.

Accommodation.

7. That on all jobs the employer shall provide a suitable place, secured with lock and key, for the safety of the workmen's tools, and suitable to have their meals in. The tools to be at the workman's risk.

Jobbing Work.

8. No workman shall take work from any customer of his employer to be executed after his day's work is completed, neither shall any man, after having worked during the day for his usual employer, go to work at his trade in the evening for any other employer.

Notice of Alteration.

9. These rules shall take effect on and from 1st May 1895, and six months' notice, to expire on the 1st of May in any year, shall be given by either party of any alteration or addition to them.

Signed, on behalf of the Amalgamated Society of Carpenters and Joiners—

S. W. Devenish, Chairman.
G. Mesquitta.
E. Burgess.
James Hales, Secretary to Committee.

Signed, on behalf of the Master Builders of Portsmouth—

J. H. Corke, Chairman.
M. J. Scaddan.
Henry Jones.
James Crockerell.
J. Harding.
F. W. Simpson, Secretary.

Sussex Hotel, 1 May 1895.

LIST of BUILDERS in Portsmouth and District.

Baskett, T. E., Beach Farm-road, Southsea.
Bevis, F., St. Thomas'-street, Portsmouth.
Bowler, —, Twyford-avenue, Stamshaw.
Bradshaw, —, Fawcett-road, Southsea.
Brown, C. F., Marmion-road, Southsea.
Chamberlain, —, Saxe-Weimar-road, Southsea.
Clark and Son, Claxton-street, Landport.
Cording, —, Walmer-road, Fratton.
Corke, J. H., Froddington-road, Southsea.
Crockerell, James, Victoria-road, N., Southsea.
Davis, —, Somers-street, Somers-road, Southsea.
Dye, C., Drayton-road, North End.
Francis, T., Victoria-road, N., Southsea.
German, A. S., Serpentine-road, Southsea.
Harding, C., Britannia-road, Southsea.
Hall, T. P., Bedford-street, Southsea.
Jones, H., Broad street, Southsea.
Learmouth, W., Emsworth-road, North End.
Light and Son, 445, Commercial-road, Landport.
Matthews, J., Hay-street, Portsea.
Perkins, W. F., Yorke-street, Southsea.
Porter, A. E., Church-street, Landport.
Saxey, S., Somers-road, Southsea.
Scaddan, J., Penhale-road, Fratton.
Sprigings, E. W., Winstanley-road, Stamshaw.
Ward, W., Coburg-street, Fratton.
White Bros., Lake-road, Landport.
Winslade, —, Derby-road, Stamshaw.

The above are the names of builders who were represented by the committee who signed the rules.

Bramble and Son, St. James'-street, Portsea.
Bramble, A., Derby-road, Stamshaw.
Bishop, —, Marmion-road, Southsea.
Coffin, —, St. Mary's-road, Kingston.
Croad, J., Union-street, Portsea.
Cake, H., Gloucester-street, Southsea.
Davies, —, St. Thomas'-street, Portsmouth.
Durrant, —, Cornwall-road, Fratton.
Dowdell, —. Wingfield-street, Landport.
Evans, —, Brougham-road, Southsea.
Hicks, —, Bristol-road, Highland-road, Eastney.
Oatridge, —, Victoria-street, Landport.
Roberts, —, St. Vincent-street, Southsea.
Scammell, —, Cressy-place, Landport.
Wheeler, —, Fawcett-road, Southsea.
Woolgar, Hambrook-street, Southsea.

APPENDIX, No. 10.

PAPER handed in by Mr. *D. Brown*, 5 April 1897.

AMALGAMATED SOCIETY OF ENGINEERS.

LIST of ENGINEERING FIRMS in the London District who pay the Rates of Wages and grant the Conditions required by the Rules of the Amalgamated Society of Engineers.

This List is compiled by the London District Committee of the A.S.E., for the use of those Public Bodies who have affirmed the Principle of Payment of Trade Union Rates of Wages, &c.

TRADE REGULATION CIRCULAR FOR LONDON DISTRICT.

The Minimum Rate of Wages is 38*s. per Week.*

1. THAT 54 hours constitute a week's work.

2. That nine hours constitute a day's work; overtime to be paid for at the rate of not less than time and a quarter for the first two hours; after that, time and a half; each day to stand for itself.

3. That the rate of pay for Sunday work be not less than double time.

4. That the rate paid for night shifts be not less than time and a half.

5. That men working in wells be paid at not less than time and a half.

6. That chargemen in any shop be paid at least 2*s.* per week above the ordinary rate of such shop.

7. That sixpence per day out-door money be paid, and walking time allowed for any distance under one mile; and not less than 1*s.* per day for over one mile and under three miles from shop. That four and a half hours from shop entitles members to out-door allowance.

8. That not less than 1*s.* 6*d.* per day out-door money be paid, and travelling time and expenses allowed, for any distance over three miles and under 12 miles from shop, or clause 9 can be substituted for clause 8 when suitable.

9. That not less than 2*s.* 6*d.* per day, including Sunday out-door money, be paid, and travelling time and expenses allowed, for any distance over 12 miles in the United Kingdom.

10. All members working on boats, repairing the same, must receive sixpence per day "dirty" money. This applies to all waterside premises and docks.

11. District holidays to be:—Good Friday, Easter Monday and Tuesday, Whit-Monday and Tuesday, August Bank Holiday; Christmas, three days.

12. That the rate of pay be not less than double time for Christmas Day, and that Easter Monday, Whit-Monday, first Monday in August, and Boxing Day be not less than time and a quarter.

June 1889.

13. Members taken on at a job must receive same conditions as men sent from shop.

14. That where our members receive better conditions than trade regulation circular demand, all members starting must uphold the established conditions of shop.

15. That no member in the London district shall be allowed to work more than one night in succession, *i.e.*, that after working all night, or after 2 a.m., our members must cease work at the usual time of leaving work the following day, and any member working contrary to above shall be fined twenty shillings (20*s.*)

16. Members working on oil vessels must receive not less than 2*s.* 6*d.* per day in addition to out-door and dirty money.

London District Committee,
Amended, May 1890.
" January 1892.
" January 1893.

89, Stamford-street, London, S.E.

APPENDIX, No. 11.

PAPER handed in by Mr. *D. Brown*, 5 April 1897.

AMALGAMATED SOCIETY OF ENGINEERS.

CHIEF OFFICE.—89, Stamford-street, Blackfriars, S.E.

LONDON DISTRICT.

BYE-LAWS, REGULATIONS, AND WAGES TABLE.

To be obtained from all Branch Secretaries in the London District.

INTRODUCTION.

Fellow Members,

IN submitting the following Rules of the district in the present compact form, the district committee have been actuated by an earnest desire to place in your hands information which will be of considerable assistance in regulating the conditions of work in the engineering trade in this locality, as well as to obviate the off-expressed difficulty of knowing what to do and what to expect under certain circumstances, alike by workmen and those in charge.

To strangers and travellers especially, such a book ought to be of inestimable value, because it places them at once in possession of information usually only obtained after long experience.

So as to prevent infringements upon these Rules, the committee request that all known cases may be immediately reported to the branch to which the member or members belong. Any member violating any portion of these Rules will render himself liable to a penalty not exceeding 3*l*.

Sanctioned by the Executive Council, on behalf of the London District Committee.
April, 1894.

AMALGAMATED SOCIETY OF ENGINEERS.

TRADE REGULATIONS to be observed and enforced in the London district, and such other localities as may be placed under the jurisdiction of the London District Committee by the executive council.

RULE I.—*Working Hours.*

Clause I.—That not more than 54 hours constitute a week's work.

Clause II.—Members engaged on ship repairs, afloat in docks, and at wharves, the working hours on which average about 48 hours per week, must observe the conditions recognised in the locality.

RULE II.—*Overtime.*

This committee, while acknowledging overtime under extreme circumstances, such as breakdown repairs, &c., are resolved to reduce it to its lowest possible limit. with a view to its entire abolition. The question is of vital importance to the trade, and to allow overtime to continue without restriction would imperil the future well-being of our members by prostrating their health and robbing them of privileges which it has been our object to obtain by the reduction of the hours of labour, viz., the improvement of themselves and families. With a view to remedy the above, employers who require our members to work overtime must pay the following rates :—

Clause I.—Time and a-quarter for the first two hours, and time and a-half for all hours worked after until usual starting time next morning.

Clause II.—Members after working all night or until 2 a.m., must cease work at the usual stopping time next day. Members working overtime until 2 a.m., must claim payment as working all night.

Clause III.—In all cases, each day must stand for itself.

Clause IV.—That in the event of members being called upon to return to work, after having ceased for the day, overtime shall commence and be paid for as though they had continued at work ; for instance, if returning after the first two hours time and a-half must be paid.

Clause V.—That members working short time and being required to work after the usual leaving off time to receive usual overtime rates.

Clause

RULE III.—*Night Shifts.*

Clause I.—That the rate paid for night shifts be not less than time and a-half.

Clause II.—Any member required to continue working after 6 a.m., must receive time and a-half rate, and cease work at breakfast time.

Clause III.—No member (except foreman) to work constant night shifts unless by special sanction of the branch to which the member belongs.

RULE IV.—*Sundays and Holidays.*

Clause I.—The rate of pay for work done on Sundays and Christmas Day, from mid-night to mid-night, be not less than double time; Easter Monday, Whit Monday, August Bank Holiday, and Boxing day, be not less than time and a-quarter.

Clause II.—Recognised District Holidays to be Good Friday, Easter Monday and Tuesday, Whit Monday and Tuesday, August Bank Holiday, and at Christmas three days.

RULE V.—*Rates of Wages.*

The average rate of wage in the London district is 42*s.* per week.

Members can ascertain the minimum rates of wages and starting rates from their secretaries for the undermentioned departments of trade.

Smiths, stock fires.
Smiths, double-hand fires.
Smiths, single-hand fires.
Angle iron smiths.
Draughtsmen.
Pattern makers.
Machine joiners.
Millwrights.
Turners.
Fitters.
Electrical Engineers.
Press tool makers.
Die sinkers.
Universal millers.
Copper smiths.
Brass finishers.
Wheel cutters.
Planers.
Borers.
Slotters.
Rifling heavy ordnance.
Profilers.
Ordinary millers.
Drillers.
Drop hammer forgers.

RULE VI.

Clause I.—A discretionary power is vested in branches in the localities in which the shops are situated to fix the rates of wages to members over 20 years and under 23 years of age.

Clause II.—Chargemen in any of the above departments of trade must receive not less than 2*s.* per week above the ordinary rates of the shop.

Clause III.—That members working in wells must be paid not less than time and a-half for ordinary working hours, overtime rates to be paid in addition, when such is worked.

Clause IV.—Pattern makers, millwrights, and machine joiners, on dismissal, must receive two hours' notice so as to grind their tools, or be paid two hours in lieu thereof.

RULE VII.—*Oil Ship Rates.*

Which are universally adopted by the whole of the Ports in the United Kingdom.

Clause I.—That while working on oil ships members must be paid 10*s.* per day for all hours worked between 6 a.m. and 5 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, and on Saturdays from 6 a.m. till 1 p.m.

Clause II.—Where members are called upon to work overtime, all time must be paid for at the usual overtim rates on 10*s.* per day.

Clause III.—In all cases, travelling time and expenses must be paid at the ordinary district rates.

RULE VIII.—*Out-door Money and Allowances.*

Clause I.—That walking time be allowed for distances under one mile from shop, and 6*d.* per day be paid.

Clause II.—For distances over one mile and under 12 miles, travelling time and expenses and 1*s.* per day be paid.

Clause III.—For any distance over 12 miles, travelling time and expenses to and fro between shop and job once each week and 2*s.* 6*d.* per day. Where men are not allowed travelling time and expenses at end of week, 2*s.* 6*d.* must be paid for the Sunday.

Clause IV.—All members working at repairs on boats, must receive 6*d.* per day extra dirty money. Members who belong to shore staffs of established companies working preliminary to going to sea shall be exempt from this cause, and also the first clause.

Clause V.—Members working on an out-door job away from the shop four and a-half hours, must receive a full day's out-door allowance.

Seeing that employers by discharging our members at the shop and offering them a start on the job have endeavoured to evade the above conditions, we have been compelled to protect ourselves by demanding.

Clause VI.—When members are started at an out-door job, they must receive out-door money, the same as if sent from shop, unless special arrangements are made, with the sanction of the district committee.

Clause VII.—That wherever our members receive better conditions than demanded in this circular, all members on starting must uphold the conditions established.

CAUTION.

These conditions must be strictly adhered to, and members infringing any of them subject themselves to a fine not exceeding 3*l.* for each offence.

RULE IX.—*Piece-work.*

Clause I.—Employers in this district having an idea that under the new rules piece-work can be accepted and worked by our members, this committee desires it to be distinctly understood that no overtures from the employers with a view to its introduction are to be entertained or considered by our members, but must be immediately referred to the district committee, who alone shall inquire into and decide whether piece-work shall be worked, and, if so, under what conditions our members will be allowed to accept it.

If during such investigation, it be found that any member has applied for, suggested, or in any way countenanced the introduction of piece-work, he will be severely dealt with by this committee under Rule 38, Clause 3.

RULE X.

Clause I.—Members starting in mills, refineries, breweries, chemical, and other works, not being engaged as productive engineers, but running and repairing special plant, &c., must receive the customary conditions of such firms, and all such factories not complying with the circular shall be immediately brought before the notice of the district committee, with a view to its special circumstances being inquired into and provided for.

Clause II.—Any members engaged in a shop or firm where any disturbance arises as to wages or other conditions, they shall immediately bring the cause of dispute before their branch or branch secretary, or before the district committee, or in cases of extreme emergency to the organising district delegate at the general office. But under no circumstances shall any decisive action be taken, unless their course of action is clearly laid down in the Trade Circular.

APPENDIX, No. 12.

PAPER handed in by Mr. *Sydney Buxton* (a Member of the Committee), 1 January 1897.

NATIONAL ASSOCIATION OF MASTER BUILDERS OF GREAT BRITAIN.

COMPARATIVE STATEMENT showing the Hours worked per Week, and the Rate of Wages per Hour, in the various Branches of the Building Trade, in the within-mentioned Towns.

[*Particulars not printed.*]

APPENDIX, No. 13.

PAPER handed in by Mr. *H. Bush*, 8 April 1897.

WORKING RULES to be observed by the Master Builders and Operative Stonemasons of Portsmouth.
(Came into operation, 1st May 1893.)

RULES.

Hours of Labour.

Rule 1.—That the hours of labour be from 7 a.m. to 5 p.m. six weeks before Christmas and six weeks after Christmas, and from 6 a.m. to 5.30 p.m. for the remainder of the year, and work to cease at one o'clock on Saturdays all the year.

Paying Time.

Rule 2.—Paying to commence not later than 1.15 p.m. Men kept waiting after that time to be paid the current rate for such time. Men not paid on their respective jobs to be at the office at one o'clock.

Wages.

Rule 3.—That the rate of wages be 8*d.* per hour. Fixers, 8½*d.* per hour.

Meal Hours.

Rule 4.—Half an hour for breakfast and one hour for dinner all the year round.

Overtime.

Rule 5.—That no overtime be worked except in cases of emergency. In such cases time and a quarter for first two hours, and time and half over two hours. Double time for Christmas Day and Sundays.

Workshops and Messhouses.

Rule 6.—That suitable shops and messhouses be erected on all jobs where necessary; if not, employers to pay for half-time lost in wet weather.

Piecework.

Rule 7.—That no piecework be allowed, and no worked stone to come into the town, except square steps, flags, curbs, and landings, and no bricklayers to fix worked stone.

Notice of Leaving and Sharp Tools.

Rule 8.—That two hours' notice be given either side, or two hours' pay to be given or forfeited. Employers to pay for sharpening all tools.

Apprentices.

Rule 9.—No boy to exceed the age of 16 before being legally bound apprentice, and not to work more than three months before being bound, and to serve till 21 years of age. No more than one boy to every four men, masons' sons and stepsons excepted.

Alterations.

Rule 10.—That these rules be equally binding on employers and employed; and, should any alteration be required, six months' notice be given on either side in writing, stating the nature of such alteration, such notice to expire between the 1st of March and the 1st of June. Any dispute concerning these rules to be decided by an equal number of employers and employed.

Signed, on behalf of the Master Builders,

Armitage and Hodgson.
Henry Jones.
T. P. Hall.
White Brothers.
George Young.
M. Phippard.
W. R. & C. Light.
Walter W. Learmouth.
C. Rowthorn.
W. Hartley.
J. H. Corke.
J. W. Perkins.

Signed, on behalf of the Masons,

John Farnes, Secretary.
Charles G. Fisher, Treasurer.
Alfred Flux.
William H. Hall.

APPENDIX, No. 14.

PAPER handed in by Mr. *G. A. James*, 8 April 1897.

WORKING CODE OF RULES for the Operative Masons of the Three Towns and Vicinity, agreed to by the Master Builders' Association and the Operative Masons' Society, to come into operation on 1st November 1892.

I.—WAGES.

That the Wages be 7½*d.* per hour all the year round, and that the Employer provide all sharps.

II.—HOURS OF LABOUR.

From March to October inclusive, 6 a.m. to 5 p.m.; one hour for dinner and half-hour for breakfast.
November and February, 7-30 a.m. to 5 p.m.; one hour for dinner only.
December and January, 7-30 a.m. to 4-30 p.m.; half hour for dinner only.

III.—WALKING TIME.

Walking Time to be allowed at the rate of three miles per hour outside the following boundaries:—Compton Lane End, Mannamead; Embankment Gate, Laira; Lipson Mills, Lipson; Peverill Park; Mr. Spooner's, Milehouse, to the Main Road, at Ford; and Alexandra Road, Keyham. To be at all Ferries at 6 a.m. Summer Time, and 7-30 a.m. Winter Time, except Saltash Ferry; in this case, Walking Time to be allowed from Alexandra Road, Ford.

IV.—NOTICE.

That when an Employer wishes to discharge any employed by him, or when any Employé wishes to leave his Employer, one hour's notice to be given on either side.

V.—OVERTIME.

That all Overtime be paid for at the rate of 9½*d.* per hour up to 12 o'clock; after that, time and half; the same to commence from the full day having been made. Good Friday, Christmas Day, and Sundays, double time; but no Overtime to be worked except in cases of emergency.

VI.—PAYMENT OF WAGES.

Payment of Wages to commenee not later than 1-15 p.m. on Saturdays, or if paid on any other day, at 5-15 p.m. in Summer, and 4-45 p.m. in the Winter Months. In the event of this Rule not being complied with, the Employé to be paid the ordinary rate of Wages for the time of waiting, after the times mentioned, and all Wages to be paid Weekly.

VII.

In yards and jobs, the nature and extent of which renders the demand reasonable, proper sheds and mess-houses to be erected (and sanitary arrangements provided). Any Employer not acting up to this, to pay one-half time his or their men may lose in wet weather. On knobbled jobs, the wall-mason, capable of doing so, to have the privilege, in wet and stormy weather, to make knobbling, so as to make their time good.

VIII.

Piece-work to be abolished in all yards and on all jobs.

IX.

Any alterations in these Rules, six months' notice to be given on either side.

Signed on behalf of the Operative Masons' Society,

Wm. Willis, President.
Wm. Hy. Fox, Secretary.

Signed on behalf of the Master Builders' Association,

C. L. Duke, Hon. Secretary.

26 October 1892.

APPENDIX, No. 15.

PAPER handed in by Mr. *James Allen*, Jun., 8 April 1897.

APPROXIMATE STATEMENT of Rates of Wages paid by some of the leading Carmen and Carriers in London.

T. M. Fairclough and Sons, 21*s.* to 25*s.* per week.
H. & G. Dutfield, 21*s.* to 25*s.* per week.
Seaward Brothers, Limited, 21*s.* to 25*s.* per week.
Finch, 21*s.* to 23*s.* per week.
Prior, 18*s.* to 23*s.* per week.
Pickford & Co., 21*s.* to 25*s.* per week.
Johnson and Sons, 20*s.* to 24*s.* per week.
Smither and Son, 21*s.* to 24*s.* per week.
Great Eastern Railway: First year, single horse, 19*s.*; pair horse, 21*s.* Second year, single horse, 20*s.*; pair horse, 22*s.* Third year, single horse, 21*s.*; pair horse, 23*s.* Fourth year, single horse, 22*s.*; pair horse, 24*s.* Fifth year, single horse, 23*s.*; pair horse, 24*s.* Sixth year and after, single horse, 24*s.*; pair horse, 25*s.*

APPENDIX, No. 16.

PAPER handed in by Mr. *William Liddell*, 29 April 1897.

BELFAST OPERATIVE HOUSE AND SHIP PAINTERS' AND DECORATORS' TRADE UNION.

61, Great George's-street.

THE following are the Bye-laws, Agreements, and Working Conditions which have from time to time been arranged between Employers and Workmen from May 1890 to May 1896; and any further alterations will be duly notified:—

1. *Wages.*—That the wages for journeymen painters be 7½*d.* per hour.

2. *Overtime.*—That there be no demand made on either side for overtime, unless in cases of great urgency, at either town or country work. That time and a half be paid from 5.30 to 9.30 p.m. Double time from 9.30 p.m. to 6 a.m. Double time on Saturdays after 1.30 p.m., Christmas, Easter, and Sundays.

3. That the workmen shall be clear of the pay-table at 1.50 p.m. on Saturdays, unless paid at job or before 1.30 p.m. If working outside the one mile boundary, and not receiving notice that they will be paid on the job, they will leave off work in time to be at the boundary at 1.30; but if they get notice they will be paid on the job, and paid at or before half-past one, they are to work until that time. If outside the two mile boundary the same conditions apply, but they are entitled to the walking allowance in addition. That all travelling to and from jobs be charged as single or ordinary time.

4. That no special agreement be entered into with reference to ladders; but that it be an understanding that no workman be discharged on account of refusing to work on a ladder or scaffold which the said workman considers unsafe.

5. That one day's pay may be kept as a lying day until next pay-day, or until a workman is being paid off.

6. That employers doing work in large towns, such as London, Liverpool, Manchester, Glasgow, Edinburgh Dublin, Cork, &c., may employ labour in the locality, providing Belfast wages are paid, and that not more than half the men at the job be thus employed, and that the operatives have their members under control as regards wages, &c., inside a twenty mile radius.

7. That no member of the Operatives' Society shall hang paper or do distemper work where preparatory work has been done by labourers.

8. That no member of the Operatives' Society be allowed to act in the dual capacity of employer and journeyman; that is, to work for an employer during the day and take on jobs for himself after hours; if found doing so will be liable to a fine.

9. That if a workman fails to commence work on a Monday morning without having informed his employer of his intention on Saturday, and the matter reported to the Operatives' Society, they shall fine him in three hours' wages. Also, that if a workman is not required on a Monday morning and has not been told so by his employer on Saturday, he shall be entitled to three hours' wages.

10. That the employer painters in Belfast hereby agree to have all their apprentices properly indentured according to the present arrangement of numbers allowed, the maximum being three in any shop; but if any employer, who has not this number, considers his business has extended so as to entitle him to either a second or third apprentice, if he make application the trade will consider such. Persons commencing business are allowed one only.

11. Above rules to be in force for 12 months from 1st May 1890, and afterwards, unless altered, according to arrangement.

12. That a Court of Conciliation be established between the employers and the employed, consisting of an equal number, not exceeding five each, to arrange and settle any trade difference which may arise.

13. That in case of change in any of the recognised rules of the trade, the party desiring such change must give three months' notice on or before 1st February, the party so noticed to have one month to make counter-claims and reply. All such notices to be sent to the recognised secretaries of the Associations. And it is hereby mutually agreed that the above rules be strictly adhered to in the letter and spirit of their contents.

Signed on behalf of the Master Painters' Association,
George Coulter, Chairman.
William A. J. Morrow, Secretary.

Signed on behalf of the Operatives,
Thomas Mason, President.
William Liddell, General Secretary.

APPENDIX, No. 17.

PAPER handed in by Mr. *John Fitzpatrick*, 29 April 1897.

WORKING RULES FOR THE DUBLIN DISTRICT AMALGAMATED SOCIETY OF CARPENTERS AND JOINERS.

RULES.

THE following rules have been agreed on by the masters and men, for the future basis upon which work will be carried on :—

I. That all arpenters and joiners be paid by the hour.

II. Working hours in builders' shops, or where light is provided, to be as follows :—

Five days from 6.30 a.m. to 5.30 p.m. One day (Saturday), 6.30 a.m. to 1.45 p.m. Total, 54 hours.

Time for meals in factories and workshops as above, 1½ hours per day for five days all the year round. Saturdays, ¾ hour.

At outside work, and where artificial light is not provided—

Period of the Year.	Hours on Five Days of the Week.	Hours on Saturdays.	Total Hours.
	a.m. p.m.	a.m. p.m.	
15th February to 15th November -	6.30 to 5.30	6.30 to 1.45	54
16th November to 30th November	7.0 to 4.45	7.0 to 1.45	*49¾
1st December to 15th January	7.30 to 4.30	7.30 to 1.45	*45½
16th January to 31st January -	7.15 to 5.0	7.15 to 1.45	*49½
1st February to 14th February	7.0 to 5.15	7.0 to 1 45	*52¼

Time for meals in outside work as above : Breakfast time, all year round, 8.30 a.m. to 9.15 a.m. Dinner time from 15th February to 15th November, 2 p.m. to 2.45 p.m. Dinner time from 16th November to 14th February, 2 p.m. to 2.15 p.m.

III. In factories where joinery is produced, the hours may be arranged between employer and the members of the trade, the full week's work to be 54 hours.

IV. The rate of wages for competent carpenters and joiners to be 8*d.* a working hour, and for outside men during the shortened hours, 8½*d.* Aged workmen to be paid for as provided for in Section 2, Rule 40.

Overtime—From 5.30 p.m. to 11.30 p.m., 10*d.* per hour. From midnight to 6 a.m., 1*s.* 3*d.* per hour. Where relays of men are necessary, 10*d.* per hour.

Overtime not to count until 54 hours have been worked, if time is lost by default of workman.

†V. Carpenters and joiners employed by all private firms, such as breweries, distilleries, religious and industrtrial institutions, or engaged by professional or private gentlemen, merchants, &c., shall be paid one halfpenny per hour over the standard rate paid by the master builders.

VI. All men working within a mile of the present city boundary shall work the city hours as above ; outside the mile limit, and within four miles of the said city boundary, walking time at the rate of three miles an hour to be allowed for going from and returning to the mile limit, provided the employer does not provide other means of locomotion. All men sent to work outside the four-miles limit, in the event of no other arrangement being made by the employer, shall be allowed 8*d.* per day lodging money for each day worked. Train fare and travelling time when going to and returning from the job to be allowed, provided that the workman is not discharged for misconduct, or is leaving the job of his own free will. In either of the latter instances, train fare, or other expenses of returning, shall not be allowed. It is to be distinctly understood that the foregoing arrangements for country money, &c., are only to apply to men living in the city, and employed and sent to country jobs. In no case will other rates than those current in the district be paid to local men.

VII. All wages to be paid weekly.

VIII. Every

* Artificial light will be provided wherever it reasonably can.
† This rule is optional in its application.

VIII. Every employer shall be at liberty to employ tradesmen from any recognised society of carpenters and joiners in the United Kingdom, and no objection shall be raised by the Amalgamated Carpenters to working with the members of other societies.

IX. The master builders are to get every advantage given by the members of the society to others not members of the Master Builders' Association, and, where work is done by measurement or agreement, for such persons, master builders to have the right to claim a similar advantage.

X. Every employer shall conduct his business in any way he may consider advantageous in all details of management, not infringing the individual liberty of the workmen or these rules.

XI. Every apprentice bound to a carpenter or joiner member of the trade shall have attained his fifteenth year before being bound, and shall serve six years, and his wages shall be as follows :—

Second half of first year	1*d.*	per hour.
Second year	1½*d.*	„
Third year	2½*d.*	„
Fourth year	3*d.*	„
Fifth year	4*d.*	„
Sixth year	5*d.*	„

XII. That in the event of any dispute arising between the Master Builders' Association and the Amalgamated Society of Carpenters, three members shall be nominated by the master builders, and three by the Amalgamated Society, who will interpret these rules, and settle disputes (when necessary, an umpire, mutually agreed upon, may be appointed). All decisions come to shall be binding on both parties.

XIII. Three months' notice to be given by either party to the other before any change be made either in the rate of wages or hours of work. Such notice to be given only so as to expire on the 1st of May.

XIV. That no other rules will be binding on either party except those which have been agreed to and signed on behalf of each party.

Signed, on behalf of the Master Builders' Association,
Joseph M. Meade, Ald., LL.D., P.C., Chairman.
John Good, Hon. Secretary.

Signed, on behalf of the Amalgamated Carpenters,
Jas. Jennings, President, Managing Committee.
E. J. O'Neill, District Secretary.

1 August 1896.

APPENDIX, No. 18.

PAPER handed in by Mr. *William Liddell*, 29 April 1897.

WORKING RULES agreed to by Belfast Master Painters' Association and Belfast Operative House and Ship Painters' Society.

THAT on and after 1st May 1897 the following Rules be recognised by the Members of the above Societies :—

1. *Wages.*—That the minimum rate of wages be 8*d.* per hour ; that one day's pay may be kept as a lying day until next pay day, or until workman is being paid off ; that the Operatives' Society have their members under control as regards wages, &c., inside a 20-mile radius from Belfast.

2. *Hours of Labour.*—From 7th March until 7th October, 6 a.m. till 5.30 p.m., with two hours off for meals ; from 8th October until 7th November, 7 a.m. till 5 p.m., with one hour off for meals ; from 8th November until 7th February, 8 a.m. till 4 p.m., without stopping ; from 8th February until 6th March, 7 a.m. till 5 p.m., with one hour off for meals.

3. *Boundary* shall be as previously, viz., one mile from the Exchange ; that workmen, if working within this boundary, shall be at the job at the usual starting hour, unless required at shop ; if employed beyond the boundary, workmen to go from boundary in employer's time.

4. *Overtime* (*Town*).—That time and a-half be paid from 5.30 p.m. till 9.30 p.m. ; double time from 9.30 p.m. till 6 a.m. ; double time on Saturday after 1.30 p.m., Christmas Day, Easter Monday, and Sundays.

5. *Country Work.*—That when working in the country the workmen shall receive 4*s.* per week as country allowance ; that all time from 6 a.m. till 7.30 p.m. be paid for as single time, and the men allowed to work 64 hours per week in summer, where practicable ; if agreed upon by employer and workmen, the men to work on Saturdays at same rate as other days ; that employers doing work in large towns, such as London, Liverpool, Manchester, Glasgow, Dublin, Cork, &c., may employ labour in the locality, provided Belfast wages be paid, and that not more than half the men at the job be thus employed, and same rule to apply to work being done in smaller towns where Belfast Operative Society has a branch, in which case the local men must be members and receive Belfast wages, but no country money.

6. *Conciliation Court.*—That a Court of Conciliation be established between employer and employed (not exceeding five of each) to arrange and settle any trade difference which may arise.

7. *General.*—That no demand be made on either side for overtime unless in cases of great urgency.

8. That the workmen shall be clear of the pay-table at 1.50 p.m. on Saturdays, unless paid at the job at or before 1.30 p.m.

9. That no special arrangements be entered into with reference to ladders; but no workman shall be discharged for refusing to work on a ladder or scaffold which he considers unsafe.

10. That no member of Operatives' Society shall hang paper or do distemper work where preparatory work has been done by labourers.

11. That no official of Operatives' Society shall interfere with any workman during working hours until the employer has been notified verbally or by letter.

12. That no smoking be allowed on any job during working hours.

13. That any workman found in a state of intoxication on a job shall be liable to instant dismissal, and shall only be paid for such time as his employer considers he is entitled to.

14. That the maximum number of apprentices in any one shop shall be four—number of apprentices in each shop to be regulated by the Operatives' Society; that an employer who is entitled to an increase in number of his apprentices shall give a painter's son first trial if such makes application.

15. That these Rules remain good until 1st May 1899, and that, in case of change being contemplated, three months' notice on either side be given on any 1st February following; the parties so noticed to have one month to make counter claims and reply; all such notices to be sent to the respective secretaries of the associations.

16. That no member of the Operatives' Society be allowed to act in the dual capacity of employer and journeyman, that is, to work for an employer during the day and take on jobs for himself after hours; if found doing so will be liable to a fine.

17. That if a workman fails to commence work on a Monday morning without having informed his employer of his intention on Saturday, and the matter reported to the Operatives' Society, they shall fine him in three hours' wages; also, that if a workman is not required on Monday morning and has not been told so by his employer on Saturday, he shall be entitled to three hours' wages.

18. That the employer painters in Belfast hereby agree to have all their apprentices properly indentured according to the present arrangement of numbers allowed, the maximum being four in any shop; but if any employer who has not this number considers his business has extended so as to entitle him to either a second or a third apprentice, if he make application the trade will consider such; persons commencing business are allowed one only.

Signed on behalf of Master Painters' Association,
George Coulter, Chairman.
Wm. A. J. Morrow, Secretary.

Signed on behalf of Operatives' Society,
John Wilson, Sen., President.
William Liddell, Secretary.

March 1897.

APPENDIX, No. 19.

PAPER handed in by Mr. *John Shannon*, 6 May 1897.

UNITED KINGDOM SOCIETY OF COACHMAKERS.

Liverpool Branch.

The following is the Minimum Standard of Wages for this Branch:—

	s.
Body Makers, Carriage Makers and Wheelers	34
Smiths	36
Fitters	28
Painters	32
Trimmers	32
Budget Trimmers	28

No member allowed to take a situation at less than these wages without the sanction of Town Committee and any member not signing starting book fine for omission will be enforced; and any one giving false statement will be severely dealt with.

J. Hy. Naylor, Secretary.

APPENDIX, No. 20.

PAPER handed in by the *Chairman*.

WORKING RULES FOR THE BUILDING TRADES OF LONDON.

1. THAT the working hours in summer shall be 50 per week. (*See* Note A. at foot.)

2. That during 14 weeks of winter, commencing on the first Monday in November, the time shall be worked for the first three weeks 8½ hours per day; during the eight middle weeks 8 hours per day; and the three following weeks 8½ hours per day, (*See* Note A at foot.)

3. That the present rate of wages for skilled mechanics and labourers shall be advanced one halfpenny per hour.

4. That overtime when worked at the request of employers, but not otherwise, shall be paid at the following rates, namely:—From leaving off time until 8 p.m., time and a quarter; from 8 p.m. to 10 p.m., time and a-half; after 10 p.m., double time. No overtime shall be reckoned until each full day has been made, except where time is lost by stress of weather. On Saturdays the pay for overtime, from noon to 4 p.m., shall be time and a half; and after 4 p.m., and Sundays, double time. Christmas Day and Good Friday shall be paid for the same as Sundays.

5. That employers shall give one hour's notice or pay one hour's time, on determining an engagement. All wages due shall be paid at the expiration of such notice, or walking time if sent to yard. (*See* Note B. at foot.)

6. That men who are sent from the shop or job including those engaged in London, and sent to the country, shall be allowed as expenses, 6*d.* per day for any distance over six miles from the shop or job; exclusive of travelling expenses, time occupied in travelling and lodging money.

7. That payment of wages shall commence at noon, or as soon thereafter as practicable, on Saturdays, and be paid on the job. But if otherwise arranged, walking time at the rate of three miles per hour shall be allowed to get to the pay table at 12 noon.

8. That employers shall provide, where practicable and reasonable, a suitable place for the workmen to have their meals on the works, with a labourer to assist in preparing them.

9. That wages earned after leaving off time on Fridays, and Saturdays, only shall be kept in hand as back time.

10. That the term "London district" shall mean 12 miles radius from Charing Cross.

11. That six months' notice, on either side, shall terminate the foregoing rules, to expire on the 1st of May. The foregoing rules shall come into force on the first Monday in November 1892, but the increase of pay to bricklayers shall commence from the first week in July.

(signed)

Thos. Francis Rider,
Stanley G. Bird,
Frank May,
John Mowlem Burt,
F. J. Dove,
Henry Holloway (Holloway Brothers),
B. E. Nightingale,
John T. Chappell,
Richard S. Henshaw (Secretary of the Strike Committee),
E. S. Henshaw (Secretary),
} On behalf of the Central Association of Master Builders of London.

Henry R. Taylor, On behalf of the Bricklayers.

W. Apperley, On behalf of the Carpenters and Joiners.

John Morgan,
J. Gregory,
Paul Weighill,
} On behalf of the Masons.

(signed)

Arthur Otley,
Daniel Hennessy,
} On behalf of the Plasterers.

Lewis Hall (London and Counties House Painters and Decorators' Society),

Edwin C. Gibbs,
A. Gaiger,
} Amalgamated Society of House Decorators and Painters and the Affiliated Council, On behalf of the Painters.

Matthias Finerty,
Samuel Arnold, Secretary Society of General Smiths, Fitters, Bellhangers and Whitesmiths,
Abraham Whitehouse,
} On behalf of the Smiths, Fitters, &c.

W. Stevenson, General Secretary, United Builders' Labourers' Union, } On behalf of the Labourers.

31 & 32, Bedford-street, Strand, W.C.,
23 June 1899.

Note A.—Hours of Labour:—

Summer.—First five days, 6.30 a.m. to 8 a.m.; 8.30 a.m. to 12 noon; 1 p.m. to 5 p.m.
Saturday, 6.30 a.m. to 8 a.m.; 8.30 a.m. to 12 noon.

Winter.—First five days, 7 a.m. to 8 a.m.; 8.30 a.m. to 12 noon; 12.30 p.m. to 4 p.m. During the first three weeks and last three weeks of Winter the time of leaving off shall be 4.30 p.m.
Saturday, 7 a.m. to 8 a.m.; 8.30 a.m. to 12 noon.

Note B.—Carpenters and joiners who are in receipt of full wages, and who have been employed for two hours less than the hours mentioned above, shall on discharge receive one hour's notice, to be occupied, so far as practicable, in grinding tools, with one hour's pay in addition.

APPENDIX, No. 21.

PAPER handed in by Mr. *William Sharrocks*, 13 May 1897.

BOILER MAKERS, IRON AND STEEL SHIP BUILDERS' SOCIETY.

Staffordshire District and Surrounding Towns.

Number of Hours to be Worked per Week by Members of the above Society, 53.

Monday, 6 a.m. to 8.30 ; 9 a.m. to 1 p.m. ; 2 p.m. to 5 p.m.	9½ hours.
Tuesday " " " " " "	9½ "
Wednesday " " " " " "	9½ "
Thursday " " " " " "	9½ "
Friday " " " " " "	9½ "
Saturday, 6 a.m. to 8.30 ; 9 a.m. to 12 a.m.	5½ "
Hours per week	53

Wages Paid for Same.

Angle-Iron Smiths	38*s.* and 40*s.* per week.
Platers	36*s.* " 38*s.* "
Rivetters	30*s.* " 32*s.* "
Holders-up	25*s.* "

Overtime to be Paid at the following Rate :—

First three hours, time and a quarter ; and time and a half after for all hours worked until 6 o'clock the following morning.

Every day's overtime to stand for itself.

Double time to be paid for all time worked on Sundays and Christmas Day.

Out-work.

Monday, 6 a.m. to 8 ; 8.30 to 12 a.m. ; 1 p.m. to 4 p.m.	8½ hours.
Tuesday " " " " "	8½ "
Wednesday " " " " "	8½ "
Thursday " " " " "	8½ "
Friday " " " " "	8½ "
Saturday, 6 a.m. to 8 ; 8.30 to 12 a.m.	5½ "
Hours per week	48

Walking time included in the above.

Overtime, when working out, to be paid at the following rate :—From 4 p.m. to 9 p.m. the first five days, and on Saturday from 1 p.m. to 9 p.m., time and quarter, and from 9 p.m. to 6 a.m. time and half.

When working within three miles from the firm, to receive 1½*d.* per hour extra, over three miles 2¼*d.* per hour extra, double time to be paid for all hours worked on Sunday, Good Friday, and Christmas Day.

The members of the District Committee strongly solicit the assistance and support of each and every member of the district, in seeing that the above rates are paid ; and thus put each and every employer on a just and equal standard.

We are, yours sincerely, on behalf of the Committee,

Wm. Richards, District Chairman.
Wm. Weston, District Treasurer.
R. Allerton, District Secretary.
Wm. Sharrocks, District Delegate.

July 1892.

BOILER MAKERS' AND IRON SHIP BUILDERS' SOCIETY.

Manchester District.

Number of Hours to be Worked per Week by Members of the above Society, 53.

Monday, 9 a.m. to 1 p.m.; 2 p.m. to 5.30 p.m.	7½ hours.
Tuesday, 6 a.m. to 8.30; 9 a.m. to 1 p.m.; 2 p.m. to 5.30 p.m.	10 "
Wednesday " " " " "	10 "
Thursday " " " " "	10 "
Friday " " " " "	10 "
Saturday, 6 a.m. to 8.30; 9 a.m. to 12 a.m.	5½ "
Hours per week	53

Wages Paid for Same.

Angle Iron Smiths	40*s.* and 42*s.* per week.
Platers	38*s.* "
Rivetters	34*s.* "
Holders-up	31*s.* and 32*s.* "

Overtims to be Paid at the following Rate :—

First two hours, time and a quarter; second two hours, time and a half; and double time after for all hours worked until 6 o'clock the following morning.

Every day's overtime to stand for itself.

Double time to be paid for all time worked on Sundays, Good Friday, and Christmas Day.

All percentage on overtime to be paid by the employers, and not to come out of the contracts of members working piece-work.

Out-work.

Members when working within three miles from the works to receive 1*s.* per day, labourers and apprentices, 6*d.*; walking time one way to be allowed.

When working above three miles 2*s.* per day, labourers and apprentices 1*s.* on all time made.

The members of the District Committee strongly solicit the assistance and support of each and every member of the district, in seeing that the above rates are paid; and thus put each and every employer on a just and equal standard.

We are, yours sincerely.
THE COMMITTEE.

21 May 1891.

APPENDIX, No. 22.

PAPER handed in by Mr. *Thomas Dobson*, 13 May 1897.

THE LONDON UNION OF JOURNEYMEN BASKET MAKERS.

Sir,

I AM instructed to submit to you the following Revised List of Prices for Parcel Post Baskets, as compiled by a Committee of the above Society, February 1890 :—

No.	Inches.			Stakes.		Sticks.			Price with Trays		Leathering.		Corners Laced.
	L.	W.	D.	E.	S.	FB.	C.	B.	*s.*	*d.*	Border.	Foot.	
											d.	*d.*	*d.*
1	43	19	17	10	22	8	10	8	11	–	8	6	10
2	38	22	17	11	18	8	11	9	10	2	7	5	10
3	27	19½	17	10	14	8	11	8	7	–	6	5	9
4	18	14	14½	10	9	7	8	7	4	3	4	3	9

Each corner laced with leather, nine strokes on each corner upsetting, one round of cane, eight of rods, one of cane, top of rods, two cane wales in middle, one on top, Nos. 1, 2, and 3; No. 4, six rounds of rods, two of cane.

Rope handles under border, five inches inside handle. No. 1, cover 18 inches of work from middle wood, in all 36 inches. No. 2, cover 15½ ; No. 3, 10½ ; No. 4, 6½ inches of work on each end.

No. 1 tray, two finger holes eight inches from each end ; No. 2, six inches ; No. 3, five inches ; No. 4, one hole in middle, four bands on each tray. Size of trays : No. 1, 40-16 ; No. 2. 33-18 ; No. 3, 24-16 ; No. 4, 15-12. No. 1 four iron hinges ; No. 2, 4 ; No. 3, 2 ; No. 4, 2. No wale on foot ; inside measurement.

PROTECTORS (ROUND FITCHED).

No.	W.B.	D.	Price.
	Inches.	*Inches.*	*s. d.*
1	18	22	2 4
2	18	14	2 1
3	14	14	1 8

Inside measurement.

UMBRELLA BASKETS.

W.B.	D.	Price.
Inches.	*Inches.*	*s. d.*
7	43	4 6

TRUCK BASKET.

Inches.		D.		Sticks.		Stakes.		Price.
L.	W.	S.	E.	B.	C.	S.	E.	
								s. d.
48	26	21	27	18	8	22	13	18 6

With two covers, footed with cane, without waling, two clogs.
With rails under border, and a front rail, four bands on each cover.

WHEELERS.

No.	Inches.			Sticks.	Stakes.		Price.
	L.	W.	D.	B.	S.	E.	
							s. d.
1	44	20½	21	17	21	10	13 4
2	50	18	17	19	23	9	13 4

With three clogs, and rails under border, six leather bands. Border and corners leathered (sewn), two rope handles ; the leather to be sewn with four threads ; nine rounds of upsetting, four rounds of top waling (two cane and two rod).

On behalf of the Society,
Yours respectfully,
A. Tyler, Secretary.

34, Diggon-street, Stepney Green, E.

APPENDIX, No. 23.

PAPER handed in by the *Chairman*, 5 July 1897.

(9237—97.)

Sir, Treasury Chambers, 25 June 1897.

I HAVE laid before the Lords Commissioners of Her Majesty's Treasury your letter of the 1st instant, in which you inquire, on behalf of the Select Committee on Government Contracts (Fair Wages Resolution), what steps have been taken by this Department as to communicating to other Government Departments the Resolution of the House of Commons of February 1891.

In reply, I am to remind you that you asked a similar question last year, on behalf of the same Committee; and I am to enclose a copy of the reply which was addressed to you on the 13th June 1896.

My Lords observe, however, that the evidence transmitted by you includes a reference to certain statements made in 1893, on behalf of the then Government, as to differential treatment by Government contractors of trades unionists and non-unionists; and it would appear that a certain Post Office contractor had not been informed of the effect of those statements.

On this point I am to observe that, in the case of Stationery Office contracts (on which the question arose in Parliament, and which alone are under the direct control of this Board), a clause is now inserted in all new contracts, providing expressly for equal treatment of unionists and non-unionists. My Lords are not aware what action (if any) the late Postmaster General took in consequence of the declarations made by the Government of which he was a member; but, in order to remove any possibility of misunderstanding, they are calling the attention of the present Postmaster General to the point.

I have, &c.

A. W. Nicholson, Esq., Committee Office, House of Commons. (signed) *R. W. Hanbury.*

(9168—96.)

Sir, Treasury Chambers, 13 June 1896.

WITH reference to your letter of the 11th instant, I am directed by the Lords Commissioners of Her Majesty's Treasury to acquaint you, for the information of the Select Committee on Government Contracts (Fair Wages Resolution), that the Resolution of the House of Commons of 13th February 1891, respecting Government Contracts (Wages) was within the knowledge of every Government Department, and that, consequently, the Treasury did not think it necessary to communicate it to any of them.

I am desired at the same time to call your attention to the Return relating to Government Contracts (Wages) which was presented to the House of Commons by the Treasury in the Session of 1892 (No. 189 of 1892), which contains a statement of the action taken by thirteen Government Departments with reference to the Resolution in question.

I have, &c.

A. W. Nicholson, Esq., Committee Office, House of Commons. (signed) *E. W. Hamilton.*

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Home Office,
7 August 1905.

THOMAS COCHRANE.

(*Sir Charles Dilke.*)

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County Councils.	
DURHAM -	All building contracts contain the following :— The contractor shall pay such rates of wages and observe such hours of labour as are generally accepted as fair in the various trades in the county. The contractor shall not assign his contract to any other person without the consent of the County Council, nor shall he underlet the works or make any sub-contract without the consent of the county engineer and architect, nor shall he under any circumstances do other than pay day wages to his own immediate workmen for the execution of any work in the contract.
ELY, ISLE OF -	Wages shall be paid weekly. The contractor shall employ skilled workmen in their respective trades; for instance, slaters' work is to be done by slaters, and not by bricklayers; plumbers' work is to be done by plumbers, and not by painters; plasterers' work is to be done by plasterers, and not by bricklayers. Boys and labourers are not to be employed in the place of skilled workmen.
GLAMORGAN - -	The work shall be performed by proper workmen paid by the contractor the acknowledged rate of wages for similar work done in the surrounding district. No part of the works shall be underlet without the previous consent in writing of the county surveyor. The county surveyor, or, in his absence, the clerk of the works, shall have full power and is hereby authorised to dismiss from the work any workman who shall misconduct himself, or in his opinion may be incompetent, whether such workman was employed by the contractor or any sub-contractor under him.

Name of Local Authority.	Conditions.
County Councils—cont.	
GLOUCESTER - -	The contractor shall give all necessary superintendence during the execution of the works, and shall at all times keep on the ground a competent person as general foreman to represent him in his absence. The contractor shall employ in and about the execution of the works, or any of them, only such foremen and workmen as are careful and skilled in their various trades and callings, and the surveyor shall be at full liberty to object to, and to require the removal of, any person employed by the contractor in or about the execution of the works who shall, in the opinion of the surveyor, misconduct himself, or be incompetent, or not sufficiently competent to perform, or who shall be negligent in the due and proper performance of his duties, or any of them.
HERTFORD -	The contractor shall pay all workmen employed by him in carrying out the works, wages at the rates, and (subject to the provisions of the contract) observe the hours of labour, respectively, for the time being current for competent workmen in each trade in the Urban District of Watford.*
HUNTINGDON - -	No conditions as to wages to be paid by contractor. Other conditions:— That the contractor shall keep a proper and competent foreman on the works to act as his fully authorised agent for the purposes thereof in his absence therefrom, and shall, if and whenever the county surveyor shall so direct, discharge any foreman or workman, and immediately and permanently exclude him from the works and the premises connected therewith. Should any work be performed by any foreman or workman after his discharge shall have been directed as aforesaid, the contractor shall take up or take down and remove such work and make no claim in respect thereof.
LANCASHIRE - -	Workmen shall be skilled in their respective trades. No workman belonging to one trade shall do work in another trade without the written consent of the architect. A foreman shall be kept constantly on the works, and shall not be dismissed without the written consent of the architect. The architect has power to dismiss the foreman or any workman or other person engaged upon the works.
LONDON - -	A. The contractor shall at all times during the continuance of the contract abide by, perform, observe, fulfil and keep all and singular the stipulations following, that is to say— (1) The contractor shall pay all workmen (except a reasonable number of his legally bound apprentices) employed by him in and about the execution of the contract, or any part thereof, wages and wages for overtime respectively, at rates not less than the rates prescribed in the Fifth Schedule hereto,† and for each and every breach by the contractor of this stipulation, and notwithstanding the condonation of any prior or other breach, the contractor shall on demand pay to the Council as liquidated damages, and not as a penalty, the sum of 5*l*. (2) The contractor shall observe, and cause to be observed by all such workmen, hours of labour not greater than the hours of labour prescribed in the (said) Seventh Schedule, and for each and every breach by the contractor of this stipulation, and notwithstanding the condonation of any prior or other breach, the contractor shall on demand pay to the Council as liquidated damages, and not as a penalty, for each day on which any such breach shall be committed, and for each workman in respect to whom it shall be committed, the sum of 5*s*. per hour for every hour during which on each day each such workman shall be employed by the contractor beyond the maximum number of

* The Council stated that these were conditions to be inserted in a contract about to be entered into for the erection of a school, partly because of the terms of the agreement under which the Watford Education Authority relinquished their powers in favour of the Council. As a general rule, the Council do not insert in contracts entered into by them conditions with regard to the persons to be employed.

† Schedules setting out the particulars indicated as regards the various trades, are included in the contracts.

Name of Local Authority.	Conditions.
County Councils—cont. LONDON—*cont.*	hours prescribed in the (said) Seventh Schedule, provided that this stipulation shall not be construed to prohibit overtime, if such overtime be in accordance with the rules of the trades unions concerned. (3) The contractor shall at all times during the continuance of the contract display and keep displayed upon the site of the work and in every factory, workshop or place occupied or used by the contractor in or about the execution of the contract, in a position in which the same may be easily read by all workmen employed by the contractor in or about the execution of the contract, a clearly printed or written copy of the (said) Seventh Schedule hereto. (4) The contractor shall at any time and from time to time during the continuance of the contract, whenever called upon so to do by the clerk for the time being of the Council, produce to such officer or officers of the Council as the clerk may direct, the time and wages books and sheets of the contractor, in order to show to the satisfaction of such officer or officers whether or not the stipulations contained in this clause have been and are being complied with. (5) Should, from time to time, any workman in the employment of the contractor be not paid the scheduled rate of wages, the Council may pay to any workman who may have been underpaid the difference between the amount of wages which he may have been paid by the contractor and the amount which he would have been paid if the stipulation as to wages had been observed, and may deduct from any moneys due or to become due to the contractor under the contract the amount of the said difference so paid to such workman. B. The contractor shall not, without the written consent of the Council under the hand of their clerk, which consent may be given subject to such conditions (if any) as the Council may think fit to impose, assign or underlet the contract or any part thereof, or make any sub-contract for the execution or performonce of the said work or any part thereof. For each and every breach by the contractor of this clause the contractor shall, notwithstanding the condonation of any prior or other breach, on demand pay to the Council, as liquidated damages, and not as a penalty, the sum of 200*l.* In case of any breach by the contractor of any one or more of the stipulations aforesaid, or of any one or more of the provisions contained in the schedule, it shall be lawful for the Council (and instead of claiming payment to them by the contractor of the liquidated damages payable by the contractor as aforesaid in respect of such breach) to determine the contract in the same manner and to the same extent as they have power to determine the same under clause * in the events therein mentioned, and if the contract shall be determined under this present power, then all the provisions of that clause shall apply as if the contract had been determined under that clause. Schedule as to rates of wages and hours of labour. [*Here follow Tables.*] . . . . this schedule is believed to include all the trades which the contractor may require to employ in or about the execution of the contract . . . . . If, however, he should employ . . . . any workman or workmen in any trade not included in the foregoing list, the rate of wages and rate of wages for overtime to be paid to such workman or workmen are not to be less, and his or their hours of labour are not to be more, than the rate of wages and rate of wages for overtime and hours of labour respectively, which at the date of the contractor's tender were recognised by associations of employers and trades unions, and in practice obtained in London [*or*, in the district in which the work is done, *as the case may require.*]

* This is the general clause in the contract giving the Council power to determine it or to put the work in the hands of other contractors at the cost of the original contractor.

Name of Local Authority.	Conditions.
County Councils—cont. LONDON—*cont.*	*Clause inserted in contracts when contractors have obtained sanction to sublet.* The contractor notwithstanding clause may sub-contract for all or any of the portions of the work to be executed by him under the contract which comprise— subject to the following conditions and provisions which the contractor hereby agrees to observe, perform and fulfil, viz. :— (1) That sub-contracts shall be made with the (above-mentioned) firms or with such other persons or firms only as shall have been first approved by the . (2) That no sub-contract shall operate to relieve the contractor from any of his liabilities or obligations, and that the contractor shall be responsible for all the acts, defaults, and neglects of the sub-contractors as fully as if they were the acts, defaults, and neglects of the contractor. (3) That there shall be inserted in each sub-contract a covenant by the sub-contractor—(I.) That he will pay all workmen employed by him in or about the execution of such sub-contract rates of wages not less, and observe and cause to be observed by such workmen hours of labour not greater, than the rates of wages and hours of labour following, that is to say—as regards all work done upon the site or within the radius of 20 miles, measured in a straight line from Charing Cross, the rates of wages and hours of labour set out in the first part of the schedule hereto, and as regards all other work such rates of wages and hours of labour as at the date of the sub-contract are recognised by associations of employers and trades unions and in practice obtained in the several districts where the work is done, and that such rates of wages and hours of labour be inserted in a Schedule to the sub-contract, but in no case shall such rates of wages be less, or hours of labour be greater, than those set out or referred to in the Schedule hereto; and—(II.) That such sub-contractor will at all times during the continuance of the sub-contract, display and keep displayed on the works and in every factory or workshop or place occupied or used by the sub-contractor in or about the execution of the sub-contract, in a position in which the same may be easily read by all workmen employed by the sub-contractor in or about the execution of the sub-contract, a clearly printed or written copy of the said schedule to the sub-contract, and that the sub-contractor shall, at any time, and from time to time during the continuance of the sub-contract, whenever called upon so to do by the clerk to the Council, produce to such officer or officers of the Council, as the clerk may direct, the time and wages books and sheets of the sub-contractor to show whether or not this stipulation has been and is being complied with. (4) That in case of any breach by the sub-contractor of the covenant as regards rates of wages and hours of labour to be inserted in any sub-contract (and, notwithstanding the connivance of the contractor in or condonation by the contractor of such breach or any prior breach), the contractor shall, for every such breach as regards the rates of wages, on demand, pay to the Council, as liquidated damages and not as a penalty, the sum of 5*l.*, and shall for every such breach as regards the hours of labour, on demand, pay to the Council, as liquidated damages and not as a penalty, for each day on which such breach shall be committed, and for each workman in respect to whom it shall have been committed, the sum of 5*s.* per hour for every hour during which such workman shall have been employed by the sub-contractor beyond the maximum number of hours during which, under the terms of the said covenant, he ought to have been employed.

Name of Local Authority.	Conditions.
County Councils—cont. LONDON—*cont.*	*The following provision is inserted in contracts when it is considered desirable, but it is not inserted unless expressly directed by a Committee :—* The lists of wages and hours of labour in this schedule are severally to be binding on the contractor, subject to the following proviso which is to be considered as included in each part of the schedule, that is to say— Provided always that if at any time or times and so often as the same may happen during the continuance of this contract in any trade mentioned or referred to in this part of this schedule a different rate of wages or different hours of labour from the rate of wages or hours of labour respectively provided for in this part of this schedule shall after the date of this contract be agreed to between the associations of employers and the union of workmen in such trade in the district in which the work is being or is to be done, then, from the date of any such agreement and so long only, and to such extent only as the same shall be in force, the rate of wages or hours so agreed upon shall be considered as substituted in this part of the schedule for the rate of wages or hours provided for in this part of this schedule for the same class of labour, and stipulations 1 and 2 in clause A. of this contract shall be construed and have force and effect in all respects as if the substituted rate of wages or hours had originally been provided for in this part of the schedule instead of the rate of wages or hours therein provided for, and for this purpose any such agreement as aforesaid between the associations of employers and the union of workmen in any trade in the London district shall be considered as applying to all work done in that trade at the site mentioned in the specification in the First Schedule.
MONMOUTH	The rate of wages to be paid, and the hours of labour as well as the rules imposed upon the artificers, workmen, and others, shall be such as are recognised in the town of Newport (Mon.).
NORTHAMPTON -	The contracts entered into by the Council for the execution of works contain one or other of the following conditions :— The contractor shall observe such hours of labour and pay the workmen employed by him in carrying out the works, not less than the minimum local standard rate of wages, as settled from time to time between the local masters' associations and trades unions respectively, in each branch of the trade at the date of the contract, and when no masters' association and trade union exist, then such hours of labour and rates of wages as are generally accepted as fair in the trades of the district where such work is being done. The contractor shall pay his workmen engaged in the execution of the contract such wages as are generally accepted as current, and actually in operation in the trade or respective trades for competent workmen in the district.
SOUTHAMPTON -	No conditions are specified as to wages to be paid by the contractor, but power is reserved for the county surveyor to dismiss from the works any workman employed by the contractor on or about the works who shall, in his opinion, misconduct himself or be incompetent.
STAFFORD -	The wages to be paid in the execution of the contract shall be those generally accepted as current in the trade for competent workmen in the district in which the work is carried on.
WIGHT, ISLE OF - -	The contractor shall, on the request of the architect, immediately dismiss from the works any person employed thereon by him who may, in the opinion of the architect, be incompetent or misconduct himself, and such person shall not be again employed on the works without the permission of the architect. The contractor shall permit the execution of work by any other artists or tradesmen who may be engaged by the employers.

Name of Local Authority.	Conditions.
County Councils—cont.	
YORK, WEST RIDING -	(1) The contractor shall pay his workmen engaged in the execution of his contract such wages as are generally accepted as current and actually in operation in their trade or respective trades for competent workmen in the district. (2) The contractor shall not assign, or make over, or underlet the work or any part thereof to any person, nor make any sub-contract for its execution except with the prior consent or authorisation in writing of the architect. Where practicable, a clause is inserted to the effect that the contractor shall so provide that the goods, &c. shall be made up and completed in the contractor's own factory or premises, which shall at all times be open to the inspection of the employer.
Councils of County Boroughs.	
BARROW-IN-FURNESS	The contractor, in carrying out the contract, shall pay the rate of wages and observe the hours of labour recognised and agreed upon between the trades unions and the employers respectively in the locality in which the work for carrying out the contract is to be performed, or such rate of wages and hours as are equivalent or approximate thereto; and the contractor shall not transfer, assign, or underlet, directly or indirectly, the contract, or any part, share, or interest therein, without the written consent of the Corporation under the hand of the town clerk.
BATH -	All workmen employed upon the works shall be paid not less than the minimum standard rate of wages agreed upon by the representatives of the masters and men in the city of Bath, or, if there is no formal agreement, such a fair rate of wages as shall for the time being be usual and generally paid in the city to workmen engaged in similar employment.
BIRKENHEAD	The contractor in carrying out the contract shall pay the rate of wages and observe the hours of labour recognised and agreed upon between the trades unions and the employers in the locality in which the work for carrying out the contract is to be performed; and the contractor shall not transfer, assign, or underlet, directly or indirectly, the contract or any part, share, or interest therein without the written consent of the Corporation under the hand of the town clerk, and in case such consent is given the person or firm to whom the contract is transferred, assigned, or underlet, shall enter into a similar undertaking before such transfer, assignment, or underletting is made.
BIRMINGHAM - -	The contractor shall, during the continuance of the contract, pay or cause to be paid, to all workmen engaged upon the works the subject of the contract, not less than the recognised minimum standard rate of wages current in the district or districts where such work shall be carried out, and if it shall be proved to the satisfaction of the Corporation that the contractor or sub-contractor or sub-contractors (if any) have paid less than the minimum standard rate of wages as aforesaid, the contractor shall pay to the Corporation as and for liquidated damages, a sum of 20*s*. for each and every case in which such underpayment shall be proved, and it shall be lawful for the Corporation to deduct any such sum or sums from any moneys due or to become due to the contractor under the contract.
BLACKBURN -	The contractor undertakes that in carrying out the contract, all work-people employed on or in connection with the work shall be paid the regular standard rate of wages as recognised by the various trades unions and employers' associations in the borough of Blackburn or the district in which the work is being carried out as the case may be and that the hours and conditions of labour as recognised by such trades unions and employers' associations shall be observed. Should the contractor commit a breach of any of the conditions of this clause he shall not be asked to tender again for Corporation work unless and until the Council otherwise decide. Any question arising as to what are the standard rate of wages and the hours and conditions of labour, to be settled between the trades unions and the masters' associations concerned.

Name of Local Authority.	Conditions.
Councils of County Boroughs—cont.	
BLACKPOOL - - -	One of the following three clauses is usually inserted in Corporation contracts according to the nature of such contracts :— (1) The contractor shall observe and cause to be observed the recognised customs and conditions as to standard rate of wages and working hours which prevail in the district from which the materials are to be supplied. (2) The contractor shall observe and cause to be observed the recognised customs and conditions as to standard rate of wages and working hours which prevail in each particular trade in the borough of Blackpool, both as regards material and labour. (3) The contractors shall pay to every mechanic, artisan, craftsman, and labourer employed by them in the performance of this contract, wages at a rate not less than the minimum standard rate of wages in force in the district in their several trades at the date of their tender; and in case of any breach of this condition the contractors shall pay to the Corporation by way of liquidated damages a sum equivalent to the difference between the aggregate amount of the wages actually paid by the contractors to their aforesaid workmen or any of them, and the aggregate amount which, by this condition, the contractors are required to pay to such workmen on account of the same services, and such sum may be deducted by the Corporation from any moneys which may become payable to the contractors under this contract, or may be recovered by them by action at law. The contractors shall, with respect to each class of labour employed in the performance of this contract, observe the recognised hours of labour usual in the district in respect of that class, and in case of any breach of this condition the contractors shall pay to the Corporation by way of liquidated damages a sum equivalent to the difference between the aggregate amounts of the wages actually paid by the contractors to their aforesaid workmen or any of them, and the aggregate amounts which they would have paid to such workmen had they conformed to the requirements of this condition, and such sum may be deducted by the Corporation from any moneys which may become payable to the contractors under this contract, or may be recovered by them by action at law.
BOLTON - -	The contractors shall pay to the workmen employed by them for the purposes of the contract the standard rate of wages for the time being payable in respect of such or the like employment within the town or other place where that employment takes place, and in case there be any default on their part or on the part of any sub-contractor in this respect, the contractor shall forfeit and pay to the Corporation the sum of 50*l.* as liquidated damages.
BOOTLE -	In the carrying out of the contract the contractor shall be bound by the following conditions, except so far as the contract relates to the supply of raw materials, patent articles, and natural products :— (*a*) The contractor shall not sublet the contract, except such portions of the work as would not be produced or executed by him in the ordinary course of the trade or business, and which may be sublet by him to any person or firm approved by the Corporation, subject to the provisions hereinafter contained. (*b*) The contractor and every such sub-contractor shall pay to all their employees engaged in carrying out the contract the standard rate of wages recognised in the Liverpool District by the trade union of the particular trade affected, and shall observe the hours of labour recognised by the trade union for the Liverpool District, or if any portion of the contract be executed outside the Liverpool District, then the wages and hours of the district in which the work is executed.
BOURNEMOUTH - -	The contractors shall only employ competent workmen, and shall pay during the execution of the works the rate of wages prevailing in the borough at the date of the contract, and in the event of any sub-contracting the contractors shall be responsible to the employers that this condition is observed by the sub-contractor.

Name of Local Authority.	Conditions.
Councils of County Boroughs—cont.	
BRADFORD -	The following is the form of fair contracts clauses adopted as a standing order of the Council, viz. :—

The contractor hereby gives an assurance that during the three months immediately preceding the date of his tender for this contract he has paid the whole of his workmen not less than the standard rate of wages as hereinafter defined, and he undertakes that he will continue to pay that rate of wages to all his workmen employed thereon during the existence of the present contract; such standard rate of wages to be deemed to be the rate mutually agreed upon by the Masters' Association and the trade unions respectively concerned, or in case there should, at any relevant time, be no such rate as aforesaid, then such rate of wages to be deemed to be that last mutually agreed upon by the Masters' Association and the trade unions respectively concerned. Provided that in the case of engineers, founders, and metal workers the rate of wages and conditions of employment last agreed upon as between the Federated Engineering Employers and the Allied Trade Unions shall be observed. And in the event of his assurance aforesaid being false in any particular, or in the event of the contractor committing any breach of his undertaking aforesaid, the Corporation may, if they think fit, after giving him notice in writing of their intention so to do, forthwith enter upon and take possession of the works and site and of all such materials and plant upon the site or on any ground contiguous thereto intended to be used for the works, and all such materials thereafter used in or about the completion of the said works shall become the property of the Corporation absolutely, and the Corporation shall retain and hold all such plant until the works shall have been completed under the powers hereinafter conferred upon them. And if the Corporation shall exercise the above power they may complete the contract themselves by direct labour or engage any other person to complete the contract, and may exclude the contractor, his agents, and servants from entry upon or having access to the works, the Corporation or such other person, as the case may be, using for that purpose the plant and materials above-mentioned in so far as they are suitable and adapted to such use. Upon the completion of the works the architect shall certify the sum paid to such person as aforesaid, or expended by the Corporation in completing the works as aforesaid. Should the amount so certified exceed the amount which would have been due to the contractor upon the completion of the works by him the difference shall be payable by the contractor to the Corporation, and may be retained out of any moneys in their hands due to the contractor, or if no such moneys exist, or shall be insufficient, the difference shall be paid by the contractor to the Corporation on demand, and the Corporation shall be entitled to sue the contractor for such difference. The Corporation shall not be liable to make any payment or compensation to the contractor for or on account of the use of the plant and materials aforesaid for the completion of the works under the provisions hereinbefore contained. After the works shall have been so completed as aforesaid, the Corporation shall give notice to the contractor of such completion, and may require him from time to time, before and after such completion, to remove from the site his plant and all such materials as aforesaid as may not have been used or be required in or for the completion of the works. If such plant and materials, or any of them, are not removed within 21 days after notice shall have been so given, the Corporation may remove and sell the same, holding the proceeds, less the cost of the removal and sale, to the credit of the contractor. Any notice to be given to the contractor under this clause may be given by leaving the same at his address above stated, or by registered letter sent to him at that address.

That for the purpose of ascertaining whether the contractor is or has been paying the standard rate of wages, the contractor shall, whenever called upon by the town clerk of Bradford, submit his wage-books to such accountant as the town clerk shall direct for examination at such time or times as the town clerk may think fit.

Provided always that if the completion of the said works shall be interrupted by frost or continued wet or bad weather, or by a strike or lock-out of the workmen in any particular trade employed thereupon by the contractor, not being a strike or

Name of Local Authority.	Conditions.
Councils of County Boroughs—cont.	
BRADFORD—*cont.*	lock-out due directly or indirectly to the contractor neglecting or refusing to pay the standard rate of wages as defined in the foregoing clause, or by any other cause which in the opinion of the architect shall be unavoidable by the contractor, of which interruption, frost, bad weather, strike, lock-out, or other cause the architect shall be the sole judge, or in case the building shall be destroyed or damaged by fire, storm, or inevitable accident, the period (or any portion thereof, as the architect in his discretion may think reasonable and proper) during which the works shall be interrupted by such frost, bad weather, strike, lock-out, or other cause, or by destruction or damage, according to the certificate of the architect, shall not be reckoned within the time allowed for completion. The Council have also adopted the following standing order, viz.:— That in the event of any person or firm acting in contravention of the fair contracts clauses when carrying out any work for the Council, no further tender from such person or firm shall be considered for a period of five years. Every contract for work with the Corporation will be let subject to the various points named in the above standing orders, which will apply as the circumstances of each contract may require.
BRIGHTON - -	The contractor shall pay to every mechanic, artisan, craftsman and labourer employed by him in the performance of the contract, wages at a rate not less than the standard rate of wages in force in the county borough of Brighton in their several trades at the date of his tender, such standard to mean the rate agreed upon by the Masters' and Workmen's Associations in Brighton; and in case of any breach of this condition the contractor shall pay to the Corporation, by way of liquidated damages, a sum equivalent to the difference between the aggregate amount of the wages actually paid by the contractor to his aforesaid workmen, or any of them, and the aggregate amount which, by this condition, the contractor is required to pay to such workmen on account of the same services, and such sum may be deducted by the Corporation from any moneys which may become payable to the contractor under the contract, or may be recovered by them by action. The contractor shall, with respect to each class of labour employed in the performance of the contract, observe the recognised hours of labour usual in the borough in respect of that class, and in case of any breach of this condition the contractor shall pay to the Corporation, by way of liquidated damages, a sum equivalent to the difference between the aggregate amount of the wages actually paid by the contractor to his aforesaid workmen, or any of them, and the aggregate amount which he would have paid to such workmen had he conformed to the requirements of this condition; and such sum may be deducted by the Corporation from any moneys which may become payable to the contractor under the contract, or may be recovered by them by action. In case of any difficulty or dispute arising between the Corporation and the contractor concerning any of the matters mentioned in or arising out of the preceding conditions, the same shall be referred to arbitration.
BRISTOL - - -	The contractor shall pay his workmen the rate of wages generally accepted as current in the district for a competent workman in his trade, and shall observe the agreed hours and conditions of labour of the said trade in the district, under a penalty of 50*l.* which sum shall be taken to be the actual amount of damage sustained by the Corporation by a breach of this condition, or under pain of forfeiting the contract, at the option of the Corporation.
BURNLEY	The contract is made on the express condition that the contractor shall pay all workmen employed by him in and about the execution of the contract or any part thereof, wages at not less than the minimum standard rate paid, and shall observe and cause to be observed by such workmen the recognised hours and conditions of labour, in each branch of the trade in the district, and upon any breach by the contractor of this stipulation and notwithstanding the condonation of any prior or other breach, the Corporation may determine the contract,

Name of Local Authority.	Conditions.
Councils of County Boroughs—cont.	
BURTON-UPON-TRENT -	The contractor shall at all times during the continuance of the contract pay to his employees, whether artisans or labourers, not less than the minimum standard rate of wages paid for the time being in each branch of industry in the borough of Burton-upon-Trent, and shall conform to the hours and proper conditions of labour generally recognised in such industry, and he shall not sub-let the contract, or any part thereof, except on the terms that the sub-contractor shall enter into a contract similar to the contract, and on the further terms that the contractor shall be responsible for the terms of his contract being carried out by such sub-contractor, and in case of any breach of this condition the contractor shall pay to the corporation the sum of 100*l.* as and for liquidated damages in respect of such breach.
BURY - - -	The contractor is required to pay to his workmen the regular standard rate of wages and observe the recognised hours and conditions of labour obtaining in the several districts where the plant is manufactured, and to provide that, if any part of the work be assigned to sub-contractors, they also shall comply with these conditions.
CARDIFF -	In all work executed under contract, the rate of wages to be paid and the hours of labour as well as the rules imposed upon the artificers, workmen, and others, who shall be engaged or employed in carrying out the contract, shall be such as are recognised by the respective trades unions and the employers in the town and district where the contract is to be executed.
CHESTER -	The contractor, or any sub-contractor, shall pay his workpeople not less than the minimum standard rate of wages paid in the district in which the contract is to be executed, and also observe the recognised hours and conditions of labour in the respective trades. The standard rate of wages shall be the rate for the time being agreed upon between employers and representatives of the various trades unions, and every breach of this clause shall subject the contractor to a penalty of 1*l.* per day.
COVENTRY - -	The contractor is not allowed to sublet in any contract under the Council; and in contracts under the Education Authority a clause is also inserted that he must observe the recognised conditions and customs as to rates of wages and working hours in each particular branch of the building trades.
CROYDON - -	No conditions as to wages. The contractor shall so far as is reasonably practicable employ workmen residing within the borough of Croydon for all work involved in the carrying out of the contract.
DERBY - - -	The contractor and any sub-contractor shall, subject to the proviso herein contained, pay to all workpeople employed on Corporation work, whether in or outside of the borough of Derby, not less than the standard rate of wages applicable to the respective classes of workpeople recognised by the respective workpeople's trade societies in the borough of Derby, and in practice obtained by them at the date of the contract, and shall observe the hours and conditions of labour so recognised and obtained at such date, provided that in the case of workpeople employed outside the borough of Derby, in so far as there shall be any standard rate of wages or hours or conditions of labour recognised by the respective workpeople's trade societies in the district where such work is done and in practice obtained by them at the date of the contract, such last-mentioned rate, hours, and conditions shall be paid and observed instead of those applicable to the borough of Derby. The term "work" shall not include any work done in the production or manufacture of any materials or goods which have not been produced or manufactured specially for the purpose of being used in or about the execution of the contract or any sub-contract. The contractor, in the event of any breach of these conditions by himself or any sub-contractor, shall pay to the corporation such sum of money as represents the advantage which the contractor and sub-contractor or either of them has or have obtained by such breach, and such sum of money shall be deducted by the corporation from any moneys due to the contractor under his contract, and shall be recoverable by the Corporation against the contractor as liquidated damages.

Name of Local Authority.	Conditions.
Councils of County Boroughs—cont.	
DEVONPORT - -	The contractor shall pay his workpeople at least the standard rate of wages. The contractor failing to observe the standard rate of wages and hours of labour customary in the neighbourhood shall, on the offence being proved, be mulcted in a penalty of 5*l.* for every 100*l.* value of contract up to 1,000*l.* In no case shall such penalty exceed 50*l.*
DUDLEY - - -	The wages to be paid by the contractor shall be such as are generally accepted as current wages of the district.
EXETER - -	The contractor shall at all times during the continuance of the contract pay to his employees, whether artisans or labourers, not less than the standard rate of wages paid for the time being in each branch of the industry in the city of Exeter, and shall conform to the hours and proper conditions of labour generally recognised in such industry, and he shall not sublet the contract or any part thereof except on the express consent in writing of the engineers; and in the event of such consent being given on the terms that the sub-contractor shall enter into a contract similar to this contract, and on the further terms that the contractor shall be responsible for the terms of his contract being carried out by such sub-contractor, and in case of any breach of this condition the contractor shall pay to the Corporation the sum of 100*l.* as and for liquidated damages in respect of each such breach.
GATESHEAD - -	The contractor shall not sublet or cause to be sublet any portion of the labour to any workman or workmen, and in default of compliance with this condition the Corporation may at once terminate the contract. The contractor shall, in respect of all work performed under the contract, pay the wages generally accepted in the trade as current for workmen where such work is carried out.
GLOUCESTER - -	Corporation contracts or the general conditions of the specifications referred to therein always include clauses or provisions for giving effect to the following resolution, which was adopted by the Council on the 27th October 1891 :— That, in future, in all contracts or work required for this Council, preference be given whenever practicable to local tradesmen. That no contractor be employed unless he undertakes to pay his workmen not less than the minimum standard rate of wages paid in the city of Gloucester for the time being in each branch of trade and to observe the recognised hours of employment adopted in the city for each class of labour respectively; and that no contractor employed by this Council shall be allowed to sublet any of the work contracted for without special permission of the Council or the Committee having charge of the work contracted for. That this Council pay their workmen the recognised rate of wages, and conform to the working hours in the various trades to which they belong.
GRIMSBY -	The contractors shall at all times pay their workmen not less than the minimum standard rate of wages paid for the various classes of work in this district and shall forfeit and pay to the (said) Urban Authority the sum of fifty pounds as and for liquidated damages every time they shall fail so to do after notice in writing from the engineer notifying them of their default in so doing.
HALIFAX -	The contractor shall pay all average workmen employed by him in or about the execution of the contract, or any part thereof, wages and wages for overtime respectively at rates not less than the minimum standard rate of wages in each branch of the trade in the district in which the work is carried out. An average workman shall be understood to be a man able to compete with his fellow-workmen; but if, by reason of old age, infirmity of mind or body, or bodily deformity, he is unable so to do, then it shall be competent for the employer and employee to agree upon a fair rate of remuneration. The contractor shall observe, and cause to be observed by such workmen, hours of labour not greater than the hours of labour usually observed in the district in which the work is carried out. The standard rate of wages and the usual hours of labour in any trade shall be understood to mean such wages and hours as have been mutually agreed upon by the associations of employers and employees in such trade, or such wages and hours as having been formerly claimed by the employees, have been accepted by the majority of the employers in such trade in the district concerned.

Name of Local Authority.	Conditions.
Councils of County Boroughs—cont.	
HASTINGS - -	The contractor and any person to whom the contractor (with the consent of the Council or the engineer as hereinafter provided), underlets any part of the work shall pay to all workmen employed in and about the contract, wages at a rate not less than the minimum standard rate of wages applicable to the case and in force in the borough of Hastings at the time the contract is entered into. The contractor or person aforesaid shall keep, and, whenever required, produce and show to the engineer and any other person appointed by the Council for the purpose, proper and correct wages and time books or sheets relating to the contract work. For each and every breach of either of the foregoing stipulations, whether by the contractor or person aforesaid, the contractor shall forfeit to the council the sum of *l.* which shall be deemed to be liquidated and ascertained damages and not a penalty, and may be recovered by action or deducted by the Council from any sum due or to become due to the contractor under the contract, or otherwise howsoever.
IPSWICH - -	The contractor shall under penalty of 50*l.* observe the customs and conditions as to rates of wages and working hours recognised by the trades unions in the district, and the contractor shall under the same penalty be prohibited from sub-letting any portion of his contract, except where the department concerned specifically allows the sub-letting of such special portions of the work as would not be produced or carried out by the contractor in the ordinary course of his business.
KINGSTON-UPON-HULL -	The contractor shall pay his workmen not less than the minimum standard rate of wages in the district for each class of labour respectively, and shall observe the recognised hours and conditions of labour generally, and shall forfeit to the Corporation the sum of 1*l.* for each infringement of this condition, and a further sum of 1*l.* for each day such infringement continues after his attention has been called to it. In scavenging contracts a minimum wage of 21*s.* per week of 53 hours is specified, provision being made for aged men to be employed in certain cases at reduced rates.
LEEDS - - -	The contractor shall at all times during the continuance of the contract abide by, perform, observe, fulfil, and keep all and singular the stipulations following, that is to say :— (*a*) The contractor shall pay every workman employed by him, whether in or about the execution of the contract or otherwise, wages, and wages for overtime respectively, at a rate not less than that recognised in the district where the work or any part of it may be done, as the standard rate of wages in such workman's trade, provided always :— (1) The rate of wages for ordinary and unskilled labour to be paid by the contractor shall not be less than the average paid by other contractors and the Corporation for similar classes of work. (2) When men are employed during any portion of a day waiting on bricklayers, the contractor will be required to pay such men for the whole of that day at the standard rate of wages for bricklayers' labourers. (*b*) The contractor shall observe and cause to be observed by each workman hours of labour not greater than the hours of labour, and also the conditions of labour (other than any condition that union men only shall be employed), usually observed in the trade of such workman in such district. (*c*) The foregoing conditions shall not apply to any trade or trades during the existence of a general lock-out in such trade or trades. The Corporation shall be the sole judges as to whether such a general lock-out exists. (*d*) The contractor shall not transfer, assign, or under-let, directly or indirectly, the contract, or any part, share, or interest therein, without the written consent of the Corporation, under the hand of the town clerk, which consent may either be withheld or given subject to such terms and conditions as the Corporation may determine, and particularly that the person to whom such contract, or any part, share, or interest therein may be transferred, assigned, or underlet, shall abide by, perform, observe, fulfil, and keep the stipulations on the part of the contractor herein contained.

Name of Local Authority.	Conditions.
Councils of County Boroughs—cont.	
LEEDS—*cont.*	(*e*) The contractor shall, to the satisfaction of the Council, provide and keep proper books, in which shall be correctly and promptly entered from time to time the names of, the wages paid to, and the hours of labour observed by, all workmen employed by him, whether in or about the execution of the contract, or otherwise, and shall from time to time when required by notice in writing under the hand of the town clerk produce the same or any of them to him or the deputy town clerk, who shall be at liberty to inspect and take copies of or extracts therefrom. (*f*) The contractor shall, whenever required so to do by notice in writing under the hand of the town clerk or deputy town clerk, attend himself and procure the attendance of anyone employed by him before the Council or any committee thereof, to give such explanations and information with regard to the observance or non-observance of the stipulations herein contained as may be required of him or them, but it shall not be necessary for such Council or committee to require such attendance, explanations, or information before determining the contract, if they decide to do so, in the manner hereinafter mentioned. (*g*) In case of any breach by the contractor or by any person to whom the contract or any part thereof or interest therein may be transferred, assigned, or underlet, of any one or more of the stipulations in this clause contained, it shall be lawful for the Council to determine the contract in the same manner and to the same extent as they have power to determine the same under a clause in the contracts specifying conditions for determining contracts; and if the contract shall be determined under this present power then all the provisions of that clause shall apply as if the contract had been determined under that clause.
LEICESTER - -	The contractor shall not, without the previous consent in writing of the Council, assign the contract, or the benefits, or the burdens thereof, or any part thereof, nor shall he, without the previous consent in writing of the surveyor, make any sub-contract for the construction, completion, or maintenance of the works, or any part thereof, and the names of the firms from whom the contractor proposes to obtain materials or manufactured articles, together with a list of the articles which he proposes they should supply, shall be submitted to the surveyor for approval before any order is placed. The rates of wages to be paid to, and the hours of labour, as well as the rules and conditions regulating the employment of workmen and others engaged or employed in carrying out the contract shall be such as are recognised by the employers and the respective trades unions in the town or district where such contract is to be executed; and where no such organisation or organisations exists or exist, such rates of wages, hours of labour, and conditions of employment as are, for similar work to that specified in the contract, generally paid or observed in the organised trades in the town or district, nearest to the place in which the contract is to be executed. The contractor or any sub-contractor approved as aforesaid, or anyone employed by them respectively, shall attend when so required before the Council or any committee of the Council to give explanations and information. In case of any breach of these provisions by the contractor or any sub-contractor, the Council shall be at liberty to determine the contract. If the contractor or any sub-contractor shall be proved, to the satisfaction of the Council or any of its committees, to have made to any workman employed in the completion or maintenance of the works any payment less than the said rate of wages, or to have failed to observe the hours of labour and conditions of employment as aforesaid, the contractor shall pay to the Council a sum of 10*l.* as and for liquidated damages for each and every such payment or failure to observe the conditions.
LINCOLN -	The contractor is required during the continuance of the contract to pay all workpeople (whether artisan or labourer) employed on or in connection with the work or things which he undertakes to do and provide, not less than the regular standard rate of wages of the district where the work is performed and shall observe the recognised hours and conditions of labour.
LIVERPOOL -	The contractor in carrying out the contract shall pay the rate of wages and observe the hours of labour recognised and agreed upon between the trades unions and the employers in the locality in which the work for carrying out the contract is to be completed and shall

Name of Local Authority.	Conditions.
Councils of County Boroughs—cont.	
LIVERPOOL—*cont.*	not transfer, assign, or underlet directly or indirectly the contract or any part, share, or interest therein, without the written consent of the Corporation under the hand of the town clerk, and in case such consent is given, the person or firm to whom the contract is transferred, assigned, or underlet shall enter into a similar undertaking before such transfer, assignment, or underletting is made. The contractor shall employ, in and about the execution of the several works, only such foreman, agents, and workmen as are careful and skilled in their various trades and callings; and the surveyor shall have full power to object to and dismiss any person employed by the contractor in or about the works, who shall, in his opinion, misconduct himself, or be incompetent for the due and proper performance of his duties.
MANCHESTER -	*Standing Order adopted by the City Council, 1st April, 1903.* Contractors tendering for or executing work under this Council must be paying to the whole of their workpeople (except such as may be employed under special provisions agreed upon by the employers and the organised bodies of workers) the standard rate of wages in the several districts where their workpeople are actually engaged in the execution of work, and must also be observing the hours of labour as well as the aforesaid rate of wages recognised by the associations of employers and the local organised bodies of workers in the various trades in the several districts where the work is being done, and must not prohibit their workpeople from joining trade societies or continuing members of such societies. Should the Council have, in its opinion, reasonable grounds for believing that the above conditions are not being complied with, the contractor shall be required to produce proof (to the satisfaction of the Council) of his compliance with the said conditions. The contractor shall not assign or underlet the contract, or any part of it, or sub-contract, except with the consent of the Council and upon such conditions as it may think fit; but if the tenderer at the time of tendering states his desire to sub-let any portions of the work not usually done by him, the Council will consent provided that the sub-contractor is a person approved by it; the principal contractor shall be responsible, however, for all work done by such sub-contractor, and for its being carried out under the same conditions as if executed by himself. Clauses embodying the various points herein named shall be inserted in all contracts for work, and contractors shall be required to signify their assent to them in writing. Failure to comply with any of the conditions set forth in such clauses shall, at the option of the Council, leave it within the power of the Council to cancel the contract, or to call upon the contractor to pay to the Council the sum of 100*l.* as liquidated damages. This Standing Order shall not apply to purchases of materials or patented articles, or of stores and miscellaneous articles.
MIDDLESBROUGH -	The contractor shall pay all workmen employed, whether artisans or labourers, the recognised standard rate of wages in their respective trades.
NEWCASTLE-UPON-TYNE.	The contractor in carrying out the contract shall pay the rate of wages and observe the hours of labour recognised and agreed upon between the trades unions and the employers in the locality in which the work for carrying out the contract is to be performed; and shall not transfer, assign or underlet, directly or indirectly, the contract or any part, share, or interest therein, without the written consent of the Corporation under the hand of the town clerk, and in case such consent is given, the person or firm to whom the said contract is transferred, assigned or underlet shall enter into a similar undertaking before such transfer, assignment or underletting is made, nor shall the contractor or sub-contractor directly or indirectly give or offer any gratuity, gratification, reward, remuneration or advantage of any kind whatever to any person employed by or for the Corporation, or by or for any person acting on their behalf. In the case of the Education Committee's contracts:— The contractor shall not assign or make over the contract or any part of it to any other person or persons nor make a sub-contract with any workman or workmen for the execution of any part of the work appertaining to the contract, but shall employ his own workmen for the labour thereof.

Name of Local Authority.	Conditions.
Councils of County Boroughs—cont.	
NEWCASTLE-UPON-TYNE—*cont.*	In case the contractor shall assign or make over the contract or make a sub-contract contrary to these conditions he shall in each such case pay to the Corporation the sum of 20*l.*, such sum to be deducted from any moneys due or to become due to the contractor or to be recoverable as liquidated damages, and in addition the Corporation shall have the power of dismissing the contractor and his assignee or sub-contractor. The conditions of labour which prevail, and not less than the trades union rate of wages which are for the time being paid in the various trades of the district, shall be observed and paid by the contractor.
NEWPORT (MON.) -	The contractor shall pay the trades union rate of wages and observe the recognised hours, and where practicable the other conditions of labour prevailing in the district, and mutually recognised or agreed upon between the employers and the workmen's trade union in the place where such contract or portion of contract is executed, and shall, if required, give satisfactory evidence to the Corporation thereof. The contractor shall also require any person or persons with whom he may sub-contract for the execution of any part of the contract to agree to carry out these conditions, and shall also post up a copy of these conditions in the place or places where the contract or any part thereof is being carried out. The contractor shall pay to the Corporation a sum of 5*l.* as liquidated and ascertained damages for every breach of these conditions.
NORTHAMPTON - -	The contractor shall employ in the execution of the works skilled workmen in their various trades and callings and the borough engineer shall have full power to dismiss or discharge from the work any man or men for incompetence or misconduct, and the contractor shall not re-engage such men without the authority and consent of the borough engineer. The contractor shall observe such hours of labour and pay the workmen employed by him in carrying out the works not less than the minimum local standard rate of wages, as settled from time to time between the local masters' associations and the trades unions respectively, in each branch of the trade at the date of the contract; and when no masters' association and trade union exist then such hours of labour and rates of wages as are generally accepted as fair in the trades of the district where such work is being done. And the contractor shall when required by the borough engineer produce such evidence and proof as shall satisfy the borough engineer that such rate of wage is paid.
NORWICH - -	The contractor shall pay all workmen (except a reasonable number of his legally bound apprentices) employed by him in and about the execution of the contract or any part thereof, not less than the standard rate of wages or prices customarily paid at the date to workmen engaged in the trade in the district where such work is being performed and shall observe such conditions and hours of labour as are current in such district. The standard rate of wages shall be defined as the rate of wages recognised by associations of employers and in practice obtained by the trade unions in each trade. The contractor shall during the continuance of the contract whenever called upon so to do by the town clerk produce to such officer or officers of the Council as the town clerk may direct, the time and wages book and sheets of the contractor in order to show to the satisfaction of such officer or officers whether or not the stipulations herein contained have been or are being complied with. Should any workmen engaged by the contractor in or about the contract be not paid the rate of wages or prices aforesaid, the Council may pay to any workman who may have been underpaid, the difference between the amount of wages or prices which he may have been paid by the contractor and the amount which he would have been paid if the stipulation as to wages had been observed, and may deduct from any moneys due to or to become due to the contractor under the contract the amount of the said difference so paid to any such workman.
NOTTINGHAM - -	The contractors and sub-contractors (if any) shall, during the whole period of the continuance of the contract, pay the local standard rate of wages to the workmen employed by them.

Name of Local Authority.	Conditions.
Councils of County Boroughs—cont.	
OLDHAM - -	All workpeople employed in connection with the work, the subject matter of the contract, shall be paid the standard rate of wages; and the contractors shall observe the trade customs and regulations current in the district.
OXFORD	The contractor shall not under any circumstances sub-let, relet, or assign the contract, or any portion of it, and he shall pay the men employed by him in the several departments of the work on a scale equal to the present recognised trades union wages in the city of Oxford, and if the contractor shall pay less than the present recognised trades union wages in the city of Oxford he shall forfeit and pay to the mayor, aldermen, and citizens of Oxford, as liquidated damages, an amount equal to the said deficiency, and the amount shall be deducted from the contract price.
PLYMOUTH -	The following declaration is inserted at the foot of the contracts:— I (or we) hereby declare that it is my (or our) intention to pay the standard rate of wages and to observe the standard hours of labour considered fair in the district of the three towns. If the works of the contractor are not situate in the three towns, the words "our works" are substituted for the words "the three towns."
PORTSMOUTH -	The contractor shall declare that he pays not less than the trades union rate of wages and observes the hours of labour and conditions recognised and in practice obtained by the trades unionists in the borough.
PRESTON - -	The contractor undertakes that all workpeople employed on or in connection with the work shall be paid the regular standard rate of wages, as recognised by the various trades unions and employers' associations in the borough of Preston or the district in which the work is being carried out, as the case may be, and that the hours and conditions of labour as recognised by such trades unions and employers' associations shall be observed. Should the contractor commit a breach of any of these conditions he shall not be asked to tender again for Corporation work, unless and until the Council otherwise decide. Any question arising as to what are the standard rate of wages and the hours and conditions of labour, to be settled between the trades unions and the masters' associations.
READING - -	Only contracts for the execution of building works specify conditions. The contractors shall pay to the workmen employed by them in the carrying out of the works the local trades union rate of wages, and shall also observe the recognised conditions of labour observed by the Reading Master Builders' Association.
ROCHDALE - -	The contractor undertakes that he, the sub-contractors, or any other person who may for the time being be bound or authorised to execute and perform the obligations under the contract or any part of it, shall pay during the subsistence of the contract to his or their workpeople the regular standard of wages obtaining in the borough of Rochdale.
ROTHERHAM -	The contractor shall not pay his workmen less than the standard rate of wages paid in the district, but shall execute the works by proper workmen at daily wages and observe the proper conditions of labour, and shall not sub-contract without the permission of the Council, under the hand of their town clerk.
SALFORD -	(*a*) The contractor shall pay the whole of the workpeople (except such as may be employed under special provisions agreed upon by the employers and the organised bodies of workers) the standard rate of wages in the several districts where the workpeople of the contractor are actually engaged in the execution of work. The contractor shall observe the hours of labour, as well as the aforesaid rate of wages, recognised by the associations of employers and the local organised bodies of workers in the various trades in the several districts where the work is being done. The contractor shall not prohibit the workpeople from joining trade societies or continuing members of such societies. (*b*) Should the Council of the county borough of Salford have, in its opinion, reasonable grounds for believing that the conditions of

Name of Local Authority.	Conditions.
Councils of County Boroughs—cont.	
SALFORD—*cont.*	clause (*a*) are not being complied with, the contractor shall be required to produce proof (to the satisfaction of the said Council) of the contractor's compliance with the said conditions. (*c*) The contractor shall not assign or underlet the contract or any part of it, or enter into any sub-contract for the performance of the whole or any part of the work, except with the consent of the said Council, and in the event of such consent being granted, then upon and subject to such conditions as the said Council may think fit. Provided that if the contractor at the time of tendering for the work shall have stated his desire to sublet any portions of the work not usually done by the contractor, the said Council will consent thereto, provided that the sub-contractor is a person approved by the said Council. Provided also that the contractor shall be responsible for all work done by such sub-contractor, and for its being carried out under the same conditions as if executed by the contractor. (*d*) Compliance with the foregoing conditions is of the essence of the contract, and in the event of any non-compliance therewith by the contractor it shall be lawful for the Corporation, and they are hereby expressly authorised, to adopt either of the following alternative remedies or provisions, namely:—First, the Corporation may by resolution of their Committees, to be confirmed by the said Council or by substantive resolution of the said Council, absolutely determine the contract, which determination shall take effect from and after the date of such confirmation or such resolution of the said Council; or, secondly, the Corporation shall and may call upon the contractor to pay to the Corporation for or in respect of such non-compliance the sum of 100*l.* by way of liquidated and ascertained damages and not by way of penalty, which sum the contractor shall and will pay to the Corporation on demand, or the same shall and may be deducted by the Corporation from any moneys due or to become due from the Corporation to the contractor. Provided always, that in the event of the first alternative remedy being adopted by the Corporation, the determination of the contract shall be without prejudice to all claims either of the contractor or the Corporation for or in respect of work executed or materials supplied and accepted, or matters arising prior to such determination, but such determination shall not entitle the contractor to make any claim against the Corporation for damages or otherwise in respect thereof, or of any loss or expense which may accrue to the contractor in consequence thereof. Provided also, that in the event of the second alternative remedy being adopted by the Corporation, the execution of the contract shall thereafter be continued with the same liability of the contractor to observe and perform the provisions of the contract, and with the same consequences for any non-compliance therewith as attached to the original non-compliance, and so from time to time. (*e*) The contract shall not apply to purchase of materials or patented articles, or of stores and miscellaneous articles. (*f*) For the purposes of the contract the expression "the contractor" includes the contractor and the successors, executors, administrators, and assigns of the contractor .
SHEFFIELD -	The contractor shall pay all workmen employed by him not less than the minimum standard rate of wages recognised by trade societies in the district where such men are employed and shall observe the recognised hours and proper conditions of labour. If there is no such standard rate or recognised hours and proper conditions of labour in such district then the contractor shall pay to such workmen not less than the minimum standard rate recognised by trade societies in Sheffield, and shall observe the recognised hours and proper conditions of labour prevailing there in respect of the particular trade in which such men are employed. In the event of breach as to wages the contractor shall pay as liquidated damages a sum equal to three times the amount between the actual rate of wages paid by him and the said minimum standard rate, and in the event of any other breach of the condition the sum of 50*l.* as liquidated damages. The condition applies to sub-contractors, subject to the Council's consent in writing to sub-letting.
SOUTHAMPTON - -	The contractor shall pay the workmen employed by him not less than the minimum local standard rate of wages as settled from time to time between the masters' associations and trades unions, respectively, in each branch of the trade at the date of the contract.

Name of Local Authority.	Conditions.
Councils of County Boroughs—cont.	
SOUTH SHIELDS - -	The contractor shall pay his employees, whether artisans or labourers, not less than the minimum standard rate of wages paid for the time being in each branch of industry in the district where the various portions of the work are respectively executed and shall conform to the hours and proper conditions of labour generally recognised in such industry. A monetary penalty is imposed in case of breach of these conditions by the contractor or any sub-contractor.
STOCKPORT - -	The contractors shall pay the trade union rate of wages and observe the trade union hours of labour as are usually paid and observed in the district where the goods are made or produced.
SUNDERLAND - -	The contractor shall pay to all employees engaged in carrying out the contract, wages according to the scale agreed to by the employers and the employees' representatives in the district in which the contract is being executed. The condition is equally binding upon a sub-contractor. The corporation reserve the right to determine the contract if the condition be not observed.
SWANSEA -	The contractor shall pay to all artificers, workmen, and others engaged or employed in carrying out the contract, the trades union rate of wages and shall conform to the recognised local working rules and customs of the various trades.
TYNEMOUTH - -	The following clause is usually inserted in contracts:— The contractor is at all times during the continuance of the works to pay to his workmen and all others employed upon the works the standard trade wages obtainable in the borough of Tynemouth.
WALSALL -	The contractor shall not in the execution of the works pay to the workpeople employed thereon less than the rate of wages generally accepted as current in each trade for competent workpeople in the district where the work is to be carried out, and shall whenever required by the committee or surveyor during the progress of the works furnish to them or him a true and correct statement of the rate of wages paid to the several classes of workpeople employed in carrying out the works and in case it shall be proved to the committee, after notice in writing to the contractor, and after hearing him upon the matter (if within seven days from the giving of such notice he expresses a desire to be heard in relation to it) that the contractor has in any respect made default in complying with this condition, the contractor shall forfeit and pay to the Corporation as liquidated damages a penalty equal to 2½ per cent. on the total amount of the contract for every breach of this condition and the same may be deducted from any moneys payable by the Corporation to the contractor.
WARRINGTON - -	The contractor shall pay all persons engaged or employed by him the rates of wages recognised in the district and shall observe such hours of labour as are generally accepted as fair in each trade, and shall from time to time whenever required so to do by the Corporation produce to them such evidence as they may deem sufficient that he is paying such wages and observing such hours.
WEST HAM -	The contractor shall at all times during the continuance of the contract abide by, perform, observe, fulfil, and keep all and singular the stipulations following, that is to say:— (1) The contractor shall pay all workmen (except a reasonable number of legally-bound apprentices) employed by him in and about the execution of the contract, or any part thereof, wages, and wages for overtime respectively, at rates not less than the rates stated or provided for in the Schedule hereto,* and for each and every breach by the contractor of this stipulation, and notwithstanding the condonation of any prior or other breach, the contractor shall, on demand, pay to the Council as liquidated damages, and not as a penalty, the sum of 5*l*. (2) The contractor shall observe, and cause to be observed by such workmen hours of labour not greater than the hours of labour stated or provided for in the said schedule, and for each and

* A schedule setting out the particulars indicated as regards the various trades is included in the contracts.

Name of Local Authority.	Conditions.
Councils of County Boroughs—cont.	
WEST HAM—*cont.*	every breach by the contractor of this stipulation, and notwithstanding the condonation of any prior or other breach, the contractor shall, on demand, pay to the Council as liquidated damages, and not as a penalty, for each day or week, as the case may be, in which any such breach shall be committed, and for each workman in respect to whom it shall be committed, the sum of 5*s.* per hour for every hour during which in each day or week, as the case may be, each such workman shall be employed by the contractor beyond the maximum number of hours stated or provided for in the said schedule, provided that this stipulation shall not be construed to prohibit overtime if such overtime be in accordance with the rules of the trade unions concerned. (3) The contractor shall at all times during the continuance of the contract display, and keep displayed, upon the site of the works, and in every factory, workshop, or place occupied or used by the contractor in or about the execution of the contract, in a position in which the same may be easily read by all workmen employed by the contractor in or about the execution of the contract, a clearly printed or written copy of the said schedule hereto, and for each and every breach by the contractor of this stipulation, and notwithstanding the condonation of any prior or other breach, the contractor shall, on demand, pay to the Council as liquidated damages, and not as a penalty, for every day during which such breach shall be or continue the sum of 3*l.* (4) A tender shall not be accepted unless it is stated by the contractor in the tender, and proved to the satisfaction of the Council, that the contractor at the date of the tender pays to the whole of his workmen such rate of wages, and observes such hours of labour, as are recognised by the workmen's trade unions in the several localities where his work is done. If after the contract is signed it shall be proved that the said statements of the contractor in the tender are contrary to fact, the Council shall be entitled to rescind the contract, or, at its option, to recover from the contractor, as liquidated damages, and not as a penalty, the sum of 50*l.* The contractor shall not assign the contract or any part thereof to any other person, nor shall he underlet to, or make a sub-contract with any other person or persons for the execution of any part of the work appertaining to the contract without the consent, in writing, of the Council, but shall employ his own workmen thereon, who are to be paid by him in wages by the day, and in case the contractor assigns or makes over the contract, or, without the consent of the Council, underlets or make a sub-contract contrary to the foregoing conditions, he shall forfeit to the Council the sum of 100*l.*, which shall be deemed liquidated and ascertained damages, and may be recovered by action, or deducted by the council from any sum or sums due, or to become due to the said contractor under the contract or otherwise howsoever; and should the contractor or his agent give any gratuity to any officer of the Council, the Council shall be at liberty to determine the contract.
WEST HARTLEPOOL	The contractor shall pay the regular standard of wages obtaining in the borough of West Hartlepool. The contractor shall not sub-let any part of the said works to any other person engaged in the same trade, and if it shall be proved to the satisfaction of the Corporation that the contractor has made default in compliance with these conditions, or any of them, he shall pay to the Corporation as and for liquidated damages the sum of 20*s.* for each and every case in which such breach shall be proved, and it shall be lawful for the Corporation to deduct any such sum or sums from any moneys due or to become due to the contractor under this contract.
WIGAN - - -	The contractors shall pay their workmen not less than the minimum standard rate of wages in the district for each class of labour respectively, and shall observe the recognised hours and conditions of labour generally.
WOLVERHAMPTON	Contractors shall pay the rate of wages and observe the hours of labour recognised and agreed upon between the trades unions and the employers respectively, in the locality in which the work for carrying out the contract is to be performed, or such rate of wages and hours as are equivalent or approximate thereto.

Name of Local Authority.	Conditions.
Councils of County Boroughs—cont.	
WOLVERHAMPTON—*cont.*	The contractors shall not transfer, assign, or underlet, directly or indirectly, the contract, or any part, share, or interest therein, without the written consent of the Corporation, under the hand of the town clerk, which consent the Corporation are entitled to withhold, unless such sub-contractors shall enter into an undertaking to the same effect as that entered into by the contractors. [A special committee of the Council have the subject of contracts under consideration.]
WORCESTER - -	The contractor shall declare that he is not paying to his workpeople less than the minimum standard rate of wages current in the district in which the work contracted for will be constructed or executed; and shall agree that he will not pay the workpeople to be employed on the said work less than the minimum standard rate of wages current in such district as aforesaid. These conditions shall be construed to extend to the acts of sub-contractors, but shall not be construed to authorise any sub-letting.
YORK - - -	The contractor shall pay his workmen not less than the minimum standard rate of wages, and shall observe the recognised hours of employment in the district for each class of labour respectively, and no contractor shall be allowed to sub-let the work to another contractor in the same line of business without the consent of the Corporation. Reasonable penalties are attached to insure the carrying out of the above conditions.
Councils of Boroughs not being County Boroughs.	
ABERAVON - -	The contractor shall pay to all persons engaged by him in carrying out the works the standard rate of wages in each trade; and the minimum rate of wages for any kind of labour is not to be less than 6*d.* per hour. The contractor shall, whenever required by the Council so to do, produce sufficient evidence that such wages are paid by him, and shall forfeit to the Corporation the sum of 1*l.* for each infringement of this condition, and a further sum of 1*l.* per day for each day such infringement continues after his attention has been called to it.
ABERYSTWYTH -	No conditions as to wages are inserted in the contract, but the contractor is bound to dismiss immediately any employee at the request of the architect for incompetency or misconduct, and such employee is not again to be employed on the works without permission of the architect.
ACCRINGTON -	The contractors shall pay their workmen at the rate of wages, and shall observe the recognised hours and conditions of labour, adopted by the trades unions for the district. The contractors shall not assign, sublet, or make over the contract to any person or workman for the execution of any part thereof, but must employ his own workmen, and observe the customs and conditions as to rates of wages and working hours that prevail in the trade in the borough of Accrington. And in case the contractors assign, make over, under-let, or make a sub-contract, the Corporation will not consider any further tender submitted by them for the carrying out of any works.
ASHTON-UNDER-LYNE -	The contractor shall pay his workmen not less than the standard rate of wages in the district for each class of labour respectively, and shall observe the hours and conditions of labour generally recognised as fair.
ASTON MANOR	In the execution of the contract the contractor is required in every respect to comply with a resolution of the Council passed in connection with the payment of the minimum standard rate of wages, which runs as follows:— Not to accept any tender or to enter into any contract for the construction or execution of any work or works from, or with any person or firm, unless such tender or contract shall state that the person or firm so tendering or contracting do at the date of the tender or contract pay to their workpeople the standard rate of wages and observe the hours of labour current and recognised in the district in which such work or works may be constructed or executed, and in publishing or issuing any advertisement, or application inviting tenders for any work or

Name of Local Authority.	Conditions.
Councils of Boroughs not being County Boroughs—cont.	
ASTON MANOR—*cont.*	works, to give notice that the tender of any person or firm paying less than such standard rate of wages or not observing the hours of labour recognised in the district, will not be accepted. If at any time after the signing of the contract it shall be proved to the satisfaction of the Council that such standard rate of wages is not so paid, or that such hours of labour are not so observed, the Council shall be at liberty to rescind the contract or at their option to refuse to allow the offending person or firm to again tender for any work undertaken by the Council. This condition shall form part of the contract and shall be construed to extend to the acts of sub-contractors (if any).
BACUP - -	The contractors shall pay to the workmen employed by them for the purposes of the contract the standard rate of wages for the time being payable in respect of such or the like employment within the town or other place where that employment takes place, and in case there be any default on their part or on the part of any sub-contractor in this respect the contractor shall be held liable for any loss to the Corporation caused by the violation of his contract.
BARNSLEY -	The contractor shall pay to workmen, whether artisans or labourers, not less than the minimum standard rate of wages paid for the time being in each branch of trade in the district in which the work the subject of the contract is to be done, as accepted by the various trades unions, and shall observe the recognised hours and proper conditions of labour, and also shall not sub-let the said work or any part thereof except on the terms that the sub-contractor or sub-contractors shall enter into a contract similar to this contract, and on the further terms that the contractor shall be responsible for the terms of contract being carried out by such sub-contractor or sub-contractors.
BASINGSTOKE - -	The contractor shall constantly employ on the works a competent foreman or agent and such foreman or agent shall on behalf of the contractor receive and carry out all such instructions as may be given by the engineer of the Council. The contractor shall employ in and about the works only such workmen as are competent in the opinion of such engineer.
BATLEY - -	The contractor or sub-contractor shall pay his workpeople (whether artisan or labourer) not less than the minimum standard rate of wages of the district in each branch of trade where the work is performed and shall observe the recognised hours and conditions of labour in each respective trade.
BEWDLEY -	To pay the usual wages paid for similar work in the district. To employ in and about the execution of the works only such workmen as are careful and skilled in their various trades and callings.
BRIDLINGTON	The contractor shall at all times during the continuance of the contract abide by, perform, observe, fulfil, and keep all and singular the stipulations following, that is to say:— (*a*) The contractor shall pay every workman employed by him, whether in or about the execution of the contract or otherwise, wages and wages for overtime respectively, at a rate not less than that recognised in the district where the work or any part of it may be done, as the standard rate of wages in such workman's trade. (*b*) The contractor shall observe and cause to be observed by each workman hours of labour not greater than the hours of labour, and also the conditions of labour (other than any condition that union men only shall be employed), usually observed in the trade of such workman in such district. (*c*) The foregoing conditions shall not apply to any trade or trades during the existence of a general lock-out in such trade or trades. The corporation shall be the sole judges as to whether such a general lock-out exists.
BRIGHOUSE - -	In the contracts for team labour, it is specified that the standard rate of wages in force in the borough shall be paid to the drivers, and that one driver shall have charge of one cart only. With this exception, no conditions are specified in regard to the persons to be employed by contractors.

Name of Local Authority.	Conditions.
Councils of Boroughs not being County Boroughs—cont.	
BROMLEY - -	So far as necessary the contractor shall employ such of the unemployed workmen residing in Bromley in the execution of the works as are competent to carry out the same; the proportion of these men being not less than 75 per cent. of the total number employed on the works provided such a number of competent unemployed workmen residing in Bromley are available. The contractor shall pay such rate of wages and observe such hours of labour as are generally accepted as fair in the respective trades.
BURSLEM -	The contractors shall pay not less than the standard rate of wages to all workmen employed by them, and shall conform to all recognised trade rules, and shall not employ or enter into a contract with any sub-contractor unless such sub-contractor or sub-contractors conform to the same conditions; and also shall from time to time, when called upon by the town clerk, the engineer, or other duly authorised agent of the Corporation, furnish such particulars and produce for inspection such books and documents as the Corporation or town clerk or the engineer may consider necessary for the purpose of proving compliance with these conditions.
CARLISLE -	The contractor shall pay all workmen employed by him in carrying out the contract, not less than the standard rate of wages paid by other employers of labour in the city in each branch of trade, and shall observe their recognised hours and conditions of labour. The same conditions shall apply to sub-contractors.
CHELTENHAM	The contractors shall pay for all labour employed by them for the execution of the works not less than the standard rate of wages prevailing in each branch of the trade at the time of the execution of the contract.
CHIPPENHAM - -	The only condition is, that if the Council are dissatisfied with any workman or foreman, &c., either on the ground of incompetency or misconduct, the contractor shall discharge such person within 24 hours after notice in writing.
CHORLEY -	No conditions specified as a rule, but in one instance the contractor was required to pay to the whole of his workmen such rates of wages, and observe such hours of labour, as are recognised by the Master Builders' Association of Chorley and trades unions, and also to supply the Council with the schedule rate of wages adopted by him.
CLIFTON DARTMOUTH HARDNESS.	All workmen employed to be good mechanics and well-behaved. If the conduct of any man should be, in the opinion of the borough surveyor, unsatisfactory in any way, he shall be discharged at the surveyor's request.
CLITHEROE - -	All contractors doing work for the Corporation are expected to pay their workmen engaged on such work, the recognised rate of pay ruling for the same in the borough.
COLCHESTER - -	If the surveyor shall at any time consider any foreman, manager, or workman, who may be engaged on or in relation to the works, to be objectionable, or in anywise incompetent or acting improperly, he may dismiss any such foreman, manager, or workman; and if the contractors shall refuse or neglect, for the space of two days, after notice of such dismissal, to appoint a foreman, manager, or workman, to be approved by the surveyor in the place of the one dismissed, then in such case the surveyor shall be at liberty to employ some other person in the place of the person dismissed at such wages as he shall think fit, and the wages of the person to be so employed by the surveyor shall be paid by the contractors, and if they refuse or neglect to pay the same the Council or the surveyor shall be at liberty to pay the same and to deduct the same from any moneys which may then be, or may thereafter become due, to the contractors or to recover the same from them by legal process, and the person or persons so employed by whomsoever paid shall not afterwards be discharged without the consent of the surveyor. In the contracts for the erection of a new town hall, and construction of tramways respectively, the following clause was inserted, viz.:— *Rate of Wages.*—The wages paid in the execution of this contract shall be those generally accepted as current in each trade for competent workmen in the district. The contractors shall put up and maintain in a conspicuous position on the works a notice to this effect.

Name of Local Authority.	Conditions.
Councils of Boroughs not being County Boroughs—cont.	
COLNE - - -	The contractor shall pay the workmen employed by him on the contract not less than the local current standard rate of wages in each branch of the trade at the date of the contract, and should he sublet any portion of his contract, he must see to the sub-contractor adhering to this condition as far as possible.
CREWE - - -	The contractor shall not, in the execution of the works, purchase from any member of the Council any material whatsoever to be used for the purposes of the works. The contractor shall pay the workmen engaged on the work not less than the usual rate of wages for work of a similar nature in the locality, and in the event of the contract or any portion of the same being sublet, the contractor shall agree to bind the sub-contractor in like terms and similar manner. The contractor shall, so far as practicable, employ local labour to carry out the works the subject of the contract.
DARLINGTON - -	The contractor shall pay the rate of wages and observe the hours of labour recognised and agreed upon between the trades unions and employers respectively within the borough of Darlington, or such rate of wages and hours as are equivalent thereto.
DARWEN - - -	The contractor shall at all times during the execution of the contract pay to his employees, whether artisans or labourers, not less than the minimum standard rate of wages paid for the time being and recognised as fair in each branch of industry, and shall conform to the hours and proper conditions of labour generally recognised in such industry. Penalty for wilful breach of this contract shall be 2 per cent. upon the gross amount of the contract. The contractor shall not sublet the contract, or any part thereof, except on the written sanction of the borough engineer, and on the terms that the contractor shall be totally responsible for the terms of the contract being carried out by the sub-contractor, and in case of any breach of this condition the Corporation may, if they think fit, determine the contract and seize the plant and materials for liquidated damages in respect of such breach.
DENBIGH -	Contractors are required to pay such rates of wages as are current in the county of Denbigh.
DEWSBURY -	The contractor shall pay to the efficient and capable workmen employed by him in connection with the manufacture or preparation of any of the goods, not less than the minimum standard rate of wages in each branch of the trade.
DOVER -	The contractor shall employ, both for skilled and unskilled labour, workmen (other than foremen and gangers) who have resided in Dover for a period of not less than six months immediately preceding the commencement of the work, preference being given to married men and men with families to support, and the contractor shall on the request in writing of the engineer cease to employ any man who does not come within this description, and he shall report to the engineer any such workman who does not give satisfaction. The contractor shall, upon the request in writing of the engineer, forthwith dismiss from the works any workman or other servant who shall be incompetent or who shall refuse or neglect to observe the instructions given from time to time. The wages paid in the execution of the contract shall be the trades union rate in each trade from time to time paid to competent workmen in such trade in the borough.
DROITWICH -	There have been no special conditions in the last two contracts, but the rate of wages paid by the contractors have been in excess of the average rate in the district. A clause is generally inserted binding the contractor not to pay a less wage than the average rate in the district.
DURHAM	Contractors are required to pay to the workmen employed on the works not less than the minimum standard rate of wages and to observe the recognised hours of employment in the district for each class of labour, respectively, and may not sub-let the work to

Name of Local Authority.	Conditions.
Councils of Boroughs not being County Boroughs—cont.	
DURHAM—*cont.*	another contractor in the same line of business without the consent of the Council. If the contractor fails to comply with this condition he becomes liable to pay the council a penalty of 50*l.* which sum they may deduct from any moneys due to him under the contract.
EAST HAM -	The contractor shall pay to the whole of his workmen trade union rate of wages, and shall observe such hours of labour as are recognised by the trades unions in the locality where the work is done.
ECCLES - -	The following conditions shall apply to a contract except so far as the same relates to the supply of raw materials, patented articles, and natural products:— (*a*) The contractor shall pay to his workmen the standard rate of wages and observe the hours of labour recognised locally by the associations of employers and the organised bodies of workers in the various trades engaged in carrying out the contract. In this clause the word "locally" refers to the respective districts in which the work is being done. (*b*) Should the Corporation have, in their opinion, reasonable grounds for believing that the provisions of paragraph (*a*) of this clause are not being complied with, the contractor shall, when required by the Committee of the Corporation, produce proof (to the satisfaction of that Committee) of his compliance with the said provisions. (*c*) If the contractor desires to underlet any portion of the work which may not be produced or executed by him in the ordinary course of his trade or business, he shall first obtain the consent of the Corporation so to do, and every such sub-contract shall be subject to the provisions hereinbefore contained. (*d*) The contractor shall, when required by the Corporation so to do, submit for their approval the names of his proposed sub-contractors, but no such approval by the Corporation shall be held to relieve the contractor of his obligations under the contract. (*e*) In the event of non-compliance by the contractor with any of the provisions of this clause, the Corporation may by resolution of the Council (to take effect immediately if the Council so decide) absolutely determine the contract, and may proceed to complete the works either by contract or otherwise and all and any expense or expenses (in excess of the amount payable under the contract) which may be incurred by the Corporation by reason of the determination of the contract as aforesaid shall be borne by the contractor and may be deducted from any moneys due or to become due to him under the contract or recovered by action as the Corporation may think fit. The contractor shall not in any case transfer or assign the contract or any part thereof directly or indirectly without the written consent of the Corporation nor shall he sublet the contract or any part thereof except in accordance with the foregoing conditions.
EVESHAM - -	In any case of contracts the Council would stipulate that standard wages in the locality be paid.
FOLKESTONE - -	The contractor shall, as far as possible, employ local workmen in executing the works. The contractor shall, in the execution of the works, pay to all workmen employed by him in connection therewith the standard or recognised rate of wages of the district for the particular work in which those men are employed.
GILLINGHAM - -	In all cases the contractor shall pay or cause to be paid to all persons employed by him in the erection and completion of the works, the current rate of wages of the Medway district as recognised by the trades unions or the workmen's and masters' association of the district, and the contractor shall produce, for the inspection of the architect, when called upon so to do, his wages sheet or books, in proof of the same, and should the contractor refuse to pay such rates of wages, the architect shall be empowered to pay any such workman or workmen the difference between the rates paid by the contractor and the standard rate, and deduct the amount of such costs from any sum or sums that may be due to the contractor on account of the works. The architect shall, as often as may be required, furnish a certificate that the standard rates of wages and hours of labour have been observed by the contractor in accordance with these conditions.

Name of Local Authority.	Conditions.
Councils of Boroughs not being County Boroughs—cont.	
GLOSSOP - - -	The contractor shall pay the standard rate of wages paid in the district of the borough of Glossop to competent workpeople employed by the contractor, and observe the hours of labour recognised by local authorised bodies of workers in the said district. The contractor shall not prohibit his workpeople from joining trade societies organised for mutual defence. The contractor shall not assign or underlet the contract, or any part of it, or sub-contract, except with the consent of the Corporation, and upon such conditions as they may think fit. But the contractor at the time of tendering, having stated his desire to sublet portions of the work not usually done by him, the Corporation would consent thereto provided that the sub-contractor was a person approved by them. The contractor shall be responsible, however, for all work done, and for its being carried out under the same conditions as if executed by himself.
GODALMING - -	No conditions as to wages, but a condition that, as far as possible, only local men be employed.
GRANTHAM - -	The contractor shall give an assurance that he will pay all competent workmen employed upon the contract the standard rate of wages as hereinafter defined. Such standard rate of wages to be deemed to be the rate mutually agreed upon by the masters' association and the trade unions respectively concerned, or in case there should at any time be no such rate as aforesaid, then such rate of wages to be deemed to be that last mutually agreed upon by the masters' association and the trade unions respectively concerned. Should a dispute at any time arise in respect of the above conditions or anything therein contained, the same shall be referred to the contracts committee for their decision, or to a competent person to decide the same.
GUILDFORD - -	The contractors shall pay the standard rate of wages and observe the hours of labour for the time being in force in the district.
HARROGATE - -	No conditions as to wages. Other conditions as to dismissal of workmen and subletting are included in the contract as follows:— *Dismissal of Workmen.*—The engineer or his agent shall have full liberty and power to discharge or order to be discharged forthwith any foreman or any one or more of the workmen or persons employed on the works who may appear to him to be incompetent or act in an improper manner, and he or they shall not be employed on the works again without the permission of the engineer. *Subletting.*—All the works shall be done by the contractor and with his own men, and the contractor shall not relet, sublet, or assign his contract or any portion of it without the express and written permission of the engineer.
HARTLEPOOL - -	The contractor shall pay to his workmen the standard rate of wages in the town, and observe the working hours and conditions of labour as recognised by the members of the trades unions and employers of the town.
HASLINGDEN -	Contractors are required to pay the trades union rate of wages to the workpeople in their employ.
HEYWOOD -	Contractors are required to pay their workpeople at least the standard or trade union rate of wages, and observe the trade conditions which attach to the various kinds of work.
HORNSEY - -	The contractor shall employ in the execution of the works a competent person, to whom all notices and orders may be given during the absence of the contractor, and such a number of workmen as the engineer may from time to time deem necessary; and the engineer may discharge from the works any person who, in his opinion, shall be incompetent or unfit to perform the work on which he shall be employed. When, in the opinion of the engineer, expedition is of importance, the contractor shall, if and thereunto required by the engineer, provide extra workmen and work overtime.

Name of Local Authority.	Conditions.
Councils of Boroughs not being County Boroughs—cont.	
HYDE - - -	The contractors shall pay not less than the standard rate of wages obtained in the district where the work for carrying out the contract is done, and observe the hours and conditions of labour obtaining in such district, or such hours and conditions as are equivalent thereto; provided that where the class of work required to be done is a regular industry in the borough of Hyde, the rate of wages and hours and conditions of labour to be paid and observed shall be not less favourable to the workpeople than those obtaining in the borough of Hyde. This condition shall apply to all sub-contractors. In towns where for the class of labour to be employed there are a rate of wages and conditions of labour recognised by associations of employers and trade unions, and in practice obtaining, the words "standard rate" and "conditions of labour" shall mean such rate and conditions of labour respectively. Every contract shall contain a clause providing for the payment of damages for every breach of these conditions.
ILKESTON - -	That the work be done by means of workmen to whom the standard rate of wages (current in the district) is paid.
KEIGHLEY - -	The contractor shall pay such rate of wages and observe such hours of labour as are generally accepted as fair in this district, and, in the event of any charges to the contrary being established against him, the contract shall become voidable by the Corporation, and he becomes liable to be disqualified from entering into any future contract with the Corporation.
KIDDERMINSTER -	All work comprised in the contract shall be executed by the contractor and his own properly qualified workmen skilled in their respective trades or handicrafts, and the contractor must undertake not to pay less than the minimum standard rate of wages for the district in which the work is done. The contractor is also expected to employ local labour, as far as possible, in carrying out the works herein specified under the direction and sanction of the engineers, and when in their opinion it is advisable to do so.
LANCASTER -	The contractor undertakes that in executing the contract all workpeople employed on or in connection with the work shall be paid the regular standard rate of wages as recognised by the various trade unions and employers associations in the borough of Lancaster, or in the district in which the work is being executed; and that the hours and conditions of labour as recognised by such trade unions and employers association shall be observed.
LAUNCESTON -	No conditions with regard to the persons to be employed, were inserted in the last contract entered into for the construction of works, but in a contract dated 10th January 1898, for constructing works of sewerage and sewage disposal, the following condition was inserted:— The contractor shall pay the standard rate of wages to his workmen, and none but properly qualified workmen are to be employed upon the works.
LEIGH - - -	The contractor shall pay to the workmen employed by him in or about the works referred to in the contract the standard rate of wages recognised for the time being in their respective employments.
LOUGHBOROUGH -	The contractor shall, in carrying out the contract, pay or cause to be paid not less than the current local standard rate of wages to all workmen and labourers employed on the works. In case of any breach of this condition, the contractor shall pay to the Council the sum of 5*l.* for such breach as and for liquidated damages.
LOWESTOFT - -	No conditions in contracts entered into with local firms. In contracts for electric lighting and tramway work the clause set out below was inserted in the contracts. Rate of Wages.—The contractor will be required to pay all men employed by him upon the works the subject of this contract the regular trades union rate of wages for the class of work done by such men in force at the date of his tender and to observe the recognised trades union number of hours to be worked by them.

Name of Local Authority.	Conditions.
Councils of Boroughs not being County Boroughs—cont.	
LYME REGIS -	If any workman or other person employed by the contractor in or about the execution of the works shall at any time, in the opinion of the said surveyor, be incompetent or conduct himself improperly, and the said surveyor shall give notice in writing thereof to the contractor, the contractor shall within twenty-four hours from the service of such notice, discharge from the works such workman or other person, and in default of such discharge it shall be lawful for the said surveyor to discharge such workman or other person, and to hire or employ any other person in his stead at the expense of the contractor; and such expense, if not previously paid shall be deducted from the next payment that may become due to the contractor under this contract.
MACCLESFIELD	Contractors are required to pay the trade union rate of wages, work the recognised number of hours, and observe the accepted conditions of employment in the district.
MAIDSTONE - -	The contractor shall pay the trades union rate of wages in force in the district.
MANSFIELD - -	The rate of wages to be paid by the contractor to the men employed by him in connection with the contract shall be at and after the rate of wages paid to workmen employed in a similar capacity in any works in the neighbourhood.
MARGATE - -	The contractor shall pay the standard rate of wages of the different trades represented in the district, and shall also observe such hours of labour as are the standard of the particular trade in the district.
MIDDLETON -	The contractor shall pay his workpeople the standard or trades union rate of wages at least, and observe the trade conditions which attach to the various kinds of work contracted for.
MORECAMBE - -	The contractor shall, in carrying out the contract, pay the rate of wages and observe the hours of labour recognised and agreed upon between the trades unions and the employers respectively in the district or such rate of wages and hours as are equivalent thereto.
MORLEY -	The contractor shall at all times during the continuance of the contract abide by, perform, observe, fulfil, and keep all and singular the stipulations, that is to say:— The contractor shall pay every workman employed by him, whether in or about the execution of the contract or otherwise, wages and wages for overtime respectively, at a rate not less than that recognised in the district where the work or any part of it may be done, as the standard rate of wages in such workman's trade. The contractor shall observe and caused to be observed by each workman hours of labour not greater than the hours of labour, and also the conditions of labour (other than any condition that union men only shall be employed), usually observed in the trade of such workmen in such district. The foregoing conditions shall not apply to any trade or trades during the existence of a general lock-out in such trade or trades. The Corporation shall be the sole judges as to whether such a general lock-out exists.
NEATH - -	The following clause is always inserted in the contracts:— The contractor in carrying out the contract shall pay the rates of wages and observe the hours of labour recognised and agreed upon between the trades unions and the employers respectively in the locality in which the work for carrying out the contract is to be performed, or such rates of wages and hours as are equivalent or approximate thereto, and shall, as far as practicable, employ local labour; and the contractor is specially required in employing workmen to give reasonable preference to those living in the borough of Neath who are unemployed.
NEWARK - - -	The engineer shall have full power from time to time to object to and dismiss any foreman, superintendent, or workman employed by the contractor who shall, in the opinion of the engineer, be incompetent, or shall misconduct himself, or be negligent in the due and proper performance of his duties; and the contractor shall replace immediately any person or persons so discharged.

Name of Local Authority.	Conditions.
Councils of Boroughs not being County Boroughs—cont.	
NEWCASTLE - UNDER - LYME.	The contractor shall as far as possible employ persons resident within the borough.
OSSETT - -	All contracts contain a clause that the contractor shall pay the standard rate of wages prevailing in the district.
OSWESTRY - -	The contractor shall pay to his various workmen employed in the execution of the contract not less than the standard rate of wages accepted and agreed upon by the various trade societies and masters' associations of the town.
PETERBOROUGH - -	The wages paid shall be those generally accepted as current in each trade for competent workmen in the district where the work is carried out.
PUDSEY	The contractor shall pay his workmen not less than the minimum standard rate of wages in the district for each class of labour respectively, and shall observe the recognised hours and conditions of labour generally, and shall forfeit to the Corporation the sum of 1*l.* for each infringement of this condition, and a further sum of 1*l.* for each day such infringement continues after his attention has been called to it.
PWLLHELI - - -	No conditions as to wages. The following is an extract from the conditions of the contract for improvements to the harbour works:— The contractor shall employ in and about the execution of the works only such agents, clerks, foremen, superintendents, and workmen as are careful, skilled, and experienced in their several trades and callings.
RAMSGATE - -	The only condition contained in contracts is the power given to the borough engineer to have discharged any workman on account of misconduct or bad workmanship.
RAWTENSTALL - -	The contractors shall pay the standard rate of wages to the whole of their workpeople, and observe the hours of labour recognised by the local organised bodies of workers in the various trades affected in the district where the work is being executed. No tender will be accepted from any firm which prohibits its workpeople from joining trade societies. Should the Corporation have, in their opinion, reasonable grounds for believing that the above conditions are not being complied with, the contractor shall be required to produce proof (to the satisfaction of the Corporation) of his compliance therewith. The contractor shall not assign or underlet the contract, or any part of it, or sub-contract, except with the consent of the Corporation and upon such conditions as they may think fit; but if the tenderer at the time of tendering states his desire to sub-let any portions of the work not usually done by him, the Corporation will consent provided that the sub-contractor is a person approved by them. The principal contractor shall be responsible, however, for all work done and for its being carried out under the same conditions as if executed by himself. Failure to comply with any of these conditions shall leave it within the power of the Corporation to cancel the contract.
REIGATE - - -	The contractor shall pay not less than the minimum standard rate of wages for the district in which the work is done.
RICHMOND, SURREY -	The contractor shall pay such rates of wages and observe such hours of labour as are generally accepted as fair in his trade, and shall not sub-contract or underlet the contract or any part thereof without the previous consent of the Council.
ROCHESTER - -	The contractor shall pay to his workmen not less than the minimum standard rate of wages, and shall observe the recognised hours of employment in the district for each class of labour respectively. If the contractor fails to comply with this condition he shall be liable to pay to the Corporation a penalty of 100*l.*, which sum they may deduct from any moneys due or which may become due to him.
ROMSEY - -	The only condition with regard to the persons employed by the contractor is that such contractor shall employ skilful and competent workmen to carry out the works.

Name of Local Authority.	Conditions.
Councils of Boroughs not being County Boroughs—cont.	
St. Albans - -	There is no standing order as to the insertion in contracts generally of a condition referring to wages, but in the last contract the following condition was inserted: The contractor shall pay the trades union rate of wages now current in the district in respect of all such work included in the contract to which such rate of wages applies. This condition was inserted in pursuance of a resolution of the Council applying specially to the contract in question.
Scarborough - -	No person who may be employed by the contractor in carrying out any work under the contract shall be paid less than the rate of wages or be obliged to work during longer hours (except as overtime to be paid for accordingly) than such wages and hours as shall for the time being be customary in the borough of Scarborough in the trade or occupation to which such person may belong.
Shrewsbury - -	The wages paid in the execution of the contract shall be those generally accepted as current in each trade for competent workmen in the district. No portion of or share or interest in the contract or in any money due or to become due thereunder shall be transferred or assigned without the written permission of the Council. Sub-letting, other than that which may be customary in the trades concerned, is prohibited.
Smethwick -	The contractor shall pay all workmen and persons engaged upon any works, the subject of the contract, the full and usual wages payable to persons engaged upon works of a similar nature and only require such persons to work the usual hours per day that workmen are employed on similar works. If the contractor shall fail to observe and carry out this condition the Corporation may from time to time deduct from the moneys payable to the contractor such sums as they may think necessary to make up the fair and proper wages of such workmen and persons, and may themselves apply such deductions in payment of such fair and proper wages, and the Corporation may also, if they think fit, if the contractor shall fail to carry out this condition cancel the contract and employ any other person or persons to carry out the same and the contractor shall pay to the Corporation any loss which they may sustain thereby.
Southend-on-Sea -	The contractor shall pay for all labour required in connection with the works the ordinary standard rate of wages of the locality, and he shall, except with a written sanction of the borough engineer to do otherwise, carry on the work during the ordinary hours of labour. The contractor shall also give preference, as far as possible, to local labour.
Southport - -	All persons submitting tenders are required to declare that they pay the recognised standard rate of wages current in their respective trades. A tender not containing the necessary declaration would not be considered, nor would the tender be accepted unless the statement was accurate.
Stafford - -	The wages paid in the execution of a contract shall be those generally accepted as current in the trade for competent workmen in the district.
Stockton-on-Tees	The contractor shall pay the standard rate of wages recognised by the trades unions within the borough of Stockton-on-Tees and shall observe the recognised rules and customs with respect to working hours.
Stratford-upon-Avon	No conditions in the smaller contracts, but usually in the larger ones. In a contract for sewage works, entered into on the 23rd September 1904, it was provided:— All work comprised in this contract shall be executed by the contractor and his own properly qualified workmen skilled in their respective trades or handicrafts, and the contractor must undertake not to pay less than the minimum standard rate of wages for the district in which the work is done. The contractor will also be expected to employ local labour, as far as possible, in carrying out the works herein specified under the direction and sanction of the engineers, and when in their opinion it is advisable to do so.

Name of Local Authority.	Conditions.
Councils of Boroughs not being County Boroughs—cont.	
SUTTON COLDFIELD	The contractor shall observe and cause to be observed the recognised customs and conditions as to standard rates of wages and working hours which prevail in each particular trade in the borough of Sutton Coldfield both as regards materials and labour, otherwise a sum of 5*l.* shall in each case of default become payable by the contractor as and for liquidated and ascertained damages and not by way of penalty, and the Corporation may deduct any amount which may become so payable from any moneys due hereunder or may sue for the same in any competent Court.
SWINDON - -	The contractors undertake that in carrying out the contract all workpeople employed in, on, or in connection with the works shall be paid the regular standard rate of wages as recognised by the various trades unions and employers' associations in the district of Swindon or the district in which the work is being carried out, as the case may be, and that the hours and conditions of labour as recognised by such trades unions and employers' associations shall be observed. Provided always that the contractors shall pay a minimum wage of 1*l.* per week to every able-bodied workman employed by him in, on, or in connection with the works to be carried out under the contract. In case of any breach of any of these conditions by the contractors, the Corporation reserve the right to refuse to consider any tender sent in by the contractor for any class of work which the Corporation require to be done. Any question arising as to what are the standard rate of wages and hours and conditions of labour, to be settled by the particular employers' and workmen's associations respectively of the particular trade concerned.
TAMWORTH -	The contractor shall pay to all persons engaged by him in carrying out the works mentioned in the specification such wages as are generally recognised as the standard rate of wages in each trade for competent workmen, and shall from time to time, whenever required so to do, produce to the Council sufficient evidence that such wages are paid by him.
TODMORDEN - -	The contractor shall pay to the workmen employed by him not less than the minimum standard rate of wages in each branch of the trade, and shall observe and cause to be observed by such workmen hours of labour not greater than the hours of labour fixed by each branch of the trade, and shall observe the rules of the trades' association as applicable to the contract. In case of any breach by the contractor of these conditions, and notwithstanding the condonation by the Council of any prior breach, the Council may, by notice in writing under the hand of the town clerk or surveyor of the Council, give to the contractor or send through the post addressed to him or them at his or their usual or last known place of abode or business, determine the contract.
TORQUAY - -	The contractor shall employ only competent workmen in the several trades, pay not less than the recognised rate of wages for each class of work, and, consistent with the due efficiency of the work, employ as much local labour as possible.
WAKEFIELD - -	The contractor or sub-contractor shall pay his workpeople not less than the minimum standard rate of wages paid in the district in which the contract is to be executed, and also observe the recognised hours and conditions of labour in their respective trades.
WALLSEND - -	The contractor shall pay or cause to be paid to all workmen engaged in the work the usual rate of wages for the like work in the district.
WIDNES - -	The contractor shall not sublet or sub-contract any part of the work without the authority and consent in writing of the Corporation. And in the event of any breach of this condition the contractor shall pay to the Corporation the sum of 50*l.* as and for liquidated damages and not by way of penalty. The contractor, in carrying out his contract, shall pay the rate of wages and observe the hours of labour recognised and agreed upon between the trade unions and employers respectively in the borough of Widnes, or such rate of wages and hours as are equivalent or approximate thereto.

Name of Local Authority.	Conditions.
Councils of Boroughs not being County Boroughs—cont.	
WINCHESTER -	The contractor shall pay to all persons engaged by him in or about the works the standard rate of wages commonly paid to workmen engaged in similar work, and shall from time to time whenever required so to do, produce to the town clerk or the Corporation sufficient evidence that such wages are and have been paid by him.
WORKINGTON -	The contractor shall pay to all persons engaged by him in carrying out the works mentioned in the specification such wages as are generally recognised as the standard rate of wages in each trade for competent workmen, and shall from time to time, whenever required so to do, produce to the Council sufficient evidence that such wages are paid by him, and also that none of the said work is sublet contrary to the provisions in the specification.
WORTHING -	The contractors shall employ in the execution of the works such number of workmen and labourers as the surveyor may from time to time deem necessary, and where in the opinion of the surveyor expedition is of importance, shall employ extra workmen and labourers and require them to work overtime. The surveyor shall have power to remove any one or more of the workmen or labourers whom he may consider incompetent or who may conduct himself or themselves improperly, without notice, and any person or persons so dismissed shall not again be employed by the contractors on the works without the permission of the surveyor. The contractors shall pay to the workmen and labourers employed by them for the purposes of the contract and during its continuance the standard recognised rate of wages paid within the borough to workmen and labourers of the like description, or such wages as are generally accepted as fair in the trade. The contractors shall not, under any circumstances, give any gratuity or advantage of any kind whatever to any person employed by or on behalf of the Corporation.
WREXHAM - -	The contractor shall pay not less than the minimum standard rate of wages of the district in which the work is produced or done, and shall observe the hours and conditions for the time being recognised by the different trade societies in the said district, having reference to the kind of work contracted for; and shall not sub-let any portion of the contract except upon the like terms and conditions above referred to, otherwise a penalty of 20*l.* will in any and every such case be incurred and become payable.
Councils of Metropolitan Boroughs.	
BATTERSEA	The contractor shall pay to every workman employed by him the full rate of wages according to the scale prescribed for the time being by the trade union of which such workman shall be a member, or if he be not a member of any trade union, by the trade union then existing in connection with the trade or branch of trade in which such workman shall be employed. And if, and whenever, the contractor shall fail to perform the obligation imposedupon him by this condition, he shall on demand pay to the Council in respect of every workman paid at a rate lower than the union rate for the time being a sum of 1*l.* for every week during such default as ascertained and liquidated damages, or the Council may at its option, by notice under the hand of the town clerk or other duly authorised officer, determine the contract forthwith.
BERMONDSEY	The contractors shall agree to the following conditions respecting wages and hours of labour to be observed in regard to all workmen employed in connection with the contract:— (1) The contractor shall pay all workmen (except a reasonable number of bound apprentices) in his employ and engaged upon the contract or any part thereof, wages and overtime wages at rates not less than the rates recognised by associations of employers and trade unions in the district where the work is executed, and also observe hours of labour and all other conditions similarly agreed upon. Unskilled labour in no case being paid less than 6*d.* per hour. (2) The contractor shall furnish with the tender full particulars of rates of pay and hours of labour of workmen who may be employed on the contract, and cause a clearly written or printed copy of the same to be displayed in a place convenient for the workmen on any works or other place where work for the contract is being executed.

Name of Local Authority.	Conditions.
Councils of Metropolitan Boroughs—cont.	
BERMONDSEY—*cont.*	(3) The contractor shall, whenever called upon by the town clerk, produce to such officer as the town clerk may direct, the time and wages book or sheets of the contractor. (4) Should any workman be not paid the rate hereby agreed upon the Council may pay to such workman the difference, and deduct the amount from any moneys due or to become due to the contractor. (5) The contractor shall not without the written consent of the Council, signed by the town clerk (which consent may be given subject to such conditions as the Council may think fit to impose), assign, underlet, or make any sub-contract in respect to the contract or any part thereof. In the event of the Council permitting any such sub-contract, the contractor shall remain responsible to the Council for the rigid observance of all the foregoing conditions, and the consent of the sub-contractor to the same shall be signified in writing. (6) In case of any breach by the contractor of any of the aforesaid stipulations, it shall be lawful for the Council to determine the contract, and the contractor shall be liable for any extra expense involved in obtaining the articles to be supplied under the contract.
BETHNAL GREEN -	Any person or firm sending a tender to the Council for the supply of goods or materials shall make a declaration that he or they pay such rates of wages and observe such hours of labour as are recognised b the trades unions in the locality where the work is done. Every contract entered into by the Council shall contain a stipulation that the contractor shall pay such rates of wages and observe such hours of labour as are recognised by the trades unions in the locality where the work is done, and a further stipulation that the contractor shall not sub-let any portion of the contract without the previous written sanction of the Council, and provide that, in the event of the contractor supplying any goods or materials or acting contrary to the stipulations of the contract, the Council shall be at liberty to obtain such goods or materials elsewhere, and any excess of cost arising therefrom shall be paid by the contractor on demand.
CAMBERWELL -	In a contract entered into in 1905, for the paving of certain roadways, the following conditions were included:— The contractor shall at all times during the continuance of this contract abide by, perform, observe, fulfil and keep all and singular the stipulations following, that is to say:— (1) The contractor shall pay all workmen employed by him in and about the execution of this contract or any part thereof, wages and wages for overtime respectively at rates not less than the rates stated or provided for in the first schedule* hereto, and for each and every breach by the contractor of this stipulation, and, notwithstanding the condonation of any prior or other breach, the contractor shall, on demand, pay to the said Council, as liquidated damages, and not as a penalty, the sum of 5*l*. (2) The contractor shall observe, and cause to be observed by such workmen, hours of labour not greater than the hours of labour stated or provided for in the said first schedule, and for each and every breach by the contractor of this stipulation, and notwithstanding the condonation of any prior or other breach, the contractor shall, on demand, pay to the said Council as liquidated damages, and not as a penalty, for each day or week, as the case may be, in which any such breach shall be committed and for each workman in respect to whom it shall be committed, the sum of 5*s*. per hour for every hour during which, on each day or week, as the case may be, each such workman shall be employed by the contractor beyond the maximum number of hours stated or provided for in the first schedule, provided that this stipulation shall not be construed to prohibit overtime, if such overtime be in accordance with the rules of the trades unions concerned. (3) The contractor shall, at all times during the continuance of this contract, display and keep displayed upon the site of the works and in every factory, workshop or place occupied or used by the contractor in or about the execution of this contract in a position in which the same may be easily read

* A schedule setting out the particulars indicated as regards the various trades was included in the contract.

Name of Local Authority.	Conditions.
Councils of Metropolitan Boroughs—cont. CAMBERWELL—*cont.*	by all workmen employed by the contractor in or about the execution of this contract, a clearly printed or written copy of the said First Schedule hereto, and for each and every breach by the contractor of this stipulation, and notwithstanding the condonation of any prior or other breach the contractor shall on demand pay to the Council as liquidated damages, and not as a penalty, for every day during which such breach shall be or continue, the sum of 1*l.* (4) The contractor shall, to the satisfaction of the Council, during this contract, provide and keep proper wages and time books, in which shall be correctly and promptly entered the names of, the wages paid to and the hours of labour observed by, all such workmen as aforesaid, and shall, when required, produce such books to one or more of the officials of the Council appointed by resolution of the Finance Committee, or in case of emergency, by the Mayor, to inspect the same at all reasonable times on receipt of one day's notice in writing of such appointment and allow during this contract such official or officials to take copies of, or extracts from such books, or any of them; and for each and every breach by the contractor of this stipulation, and notwithstanding the condonation of any other or prior breach, the contractor shall on demand pay to the Council, as liquidated damages, and not as a penalty, the sum of 3*l.* (5) No such inspection shall be ordered unless and until a properly authenticated complaint is received during this contract from some or one of the workmen employed by the contractor, or on receipt of a complaint of a recognised trade union connected with the trade affected, upon the works aforesaid in any of the trades enumerated in the schedule hereto, shall have been forwarded to the town clerk, signed by the persons making the complaint, and stating the actual wages paid, the period in respect of which the complaint is made, and the names of the persons alleged to have been underpaid, and any other alleged breaches of this agreement. Before any complaint made by a single workman shall be entertained, he shall agree in writing to be bound by these conditions, and shall deposit with the town clerk the sum of 1*l.*, and before any complaint by a combination of two or more workmen shall be entertained they shall in like manner agree in writing and deposit the sum of 3*l.* with the town clerk. And if the Finance Committee shall consider the complaint worthy of investigation, the contractor shall then deposit with the town clerk a like sum as that deposited by the complainant or complainants. If the complaint be substantiated to the satisfaction of the Council the amount deposited by the complainant or complainants shall be returned to him or them, and the amount deposited by the contractor shall be forfeited to the Council, and the Council shall, out of the sum so forfeited, pay to the complainant or complainants such sum as he or they shall in the opinion of the Council be entitled to for loss of time, &c., in making and substantiating such complaint, but in no case shall the amount of such compensation exceed the amount forfeited by the contractor. If the complaint be not substantiated to the satisfaction of the Council, the amount deposited by the complainant or complainants shall be forfeited, and the amount deposited by the contractor shall be returned to him, and such compensation for loss of time out of the amount deposited as the Council shall consider him entitled to, but in no case shall such compensation exceed the amount forfeited by the complainant or complainants. (6) Should any workman or workmen in the employment of the contractor be not paid wages, or wages for overtime in accordance with stipulation (1), the Council may pay to any workman or workmen who may have been underpaid the difference between the amount of wages which he or they may have been paid by the contractor, and the amount which he or they would have been paid if the said stipulation had been observed, and may deduct from any moneys due or to become due to the contractor under this contract the amount of the said difference so paid to such workman

Name of Local Authority.	Conditions.
Councils of Metropolitan Boroughs—cont.	
CAMBERWELL—*cont.*	or workmen, and the Council shall be at liberty to plead this contract in any action which may be brought by the contractor against the Council as leave and licence for such payment. (7) The contractor shall not, without the written consent of the Council, under the hand of the town clerk, which consent may be given subject to such conditions as the Council may think fit to impose, assign or under-let this contract or any part thereof or make any sub-contract for the execution or performance of the said works or any part thereof, and for each and every breach by the contractor of this clause the contractor shall, notwithstanding the condonation of any prior or other breach, on demand pay to the Council as liquidated damages, and not as a penalty, the sum of 200*l.* Any sum or sums of money which, on breach by the contractor of any one or more of the stipulations aforesaid in Clauses 1 to 7 (both inclusive), may from time to time become payable by the contractor to the Council as liquidated damages, may either be recovered by the Council from the contractor by action or other legal proceedings, or may be deducted and retained by the Council out of any moneys due or to become due from the Council to the contractor under this or any other contract, or the Council may obtain payment thereof, partly in the one mode and partly in the other. In case of any breach by the contractor of any one or more of the stipulations aforesaid in Clauses 1 to 7 (both inclusive), or of any one or more of the provisions contained in the first and second* schedules hereto, it shall be lawful for the Council, instead of claiming payment to them by the contractor of the liquidated damages payable by the contractor as aforesaid in respect of such breach, to determine this contract, and in such case the said Council shall have power to deduct from the sum payable by it under this contract any expense which the Council shall incur in having such completion as aforesaid effected agreeably with the specification referred to in the second schedule hereto annexed. If any difference or dispute shall arise between the Council and contractor as to the construction of this contract, or as to the rights, duties, or liabilities of the contractor or the Council thereunder, or as to the due performance of the contract by the contractor, or as to any materials or workmanship, or any matter or thing arising out of this contract, or in relation thereto, the same shall be referred to the award and decision of the borough engineer as sole arbitrator, whose decision shall be final and conclusive between the parties, and the borough engineer shall have power over the costs of any proceedings under this clause.
CHELSEA - -	The printed tender forms contain a clause as follows:— And hereby declare that. pay such rates of wages, and observe such hours of labour as are generally accepted as fair in trade.
DEPTFORD -	The contractor shall pay such wages and observe such conditions of labour as have been agreed upon as fair by the representative organisations of the employers and of the operatives, and shall observe, fulfil, and keep all and singular the stipulations constained in this condition, and for each and every breach thereof the contractor shall agree to pay to the Council as liquidated damages the sum of 5*l.* The Council are hereby empowered to either recover any such sum or sums by action or to deduct and retain the same out of any moneys due or to become due to the contractor under the contract.
FINSBURY -	All workmen employed in and about the execution of the contract or any part thereof, shall be paid the recognised trade union rate of wages; if it be an industry with which no trade union is connected, the recognised current rate of wages shall be paid; and the contractor shall, in no case, sublet any part of the work except to those who conform to these conditions.

* A second schedule, containing particulars as to the materials, &c., to be used in the making of the roads, was included in the contract.

Name of Local Authority.	Conditions.
Councils of Metropolitan Boroughs—cont.	
FULHAM - -	The following clauses with reference to the payment of wages to workmen or employees by contractors executing work for this Council are inserted in every contract entered into by the Council for any work whatever:— (*a*) The contractor shall pay all workmen (except a reasonable number of his legally bound apprentices) employed by him in and about the execution of this contract, or any part thereof, wages, and wages for overtime respectively, at rates not less than the rates recognised by the trades unions, and in practice obtained in London, and for each and every breach by the contractor of this stipulation, and notwithstanding the condonation of any prior or other breach, the contractor shall, on demand, pay to the Council as liquidated damages, and not as a penalty, the sum of 5*l*. (*b*) The contractor shall observe, and cause to be observed by all such workmen, hours of labour not greater than the hours of labour recognised by the trade unions, and in practice obtained in London, and for each and every breach by the contractor of this stipulation, and notwithstanding the condonation of any prior or other breach, the contractor shall on demand, pay to the Council as liquidated damages, and not as a penalty, for each day on which any such breach shall be committed, and for each workman in respect to whom it shall be committed, the sum of 5*s*. per hour for every hour, during which, on each day, each such workman shall be employed by the contractor beyond the maximum number of hours recognised as aforesaid, provided that this stipulation shall not be construed to prohibit overtime, if such overtime be in accordance with the rules of the trade unions concerned. (*c*) The contractor shall at all times during the continuance of this contract, display and keep displayed upon the site of the works, and in every factory, workshop, or place occupied or used by the contractor in or about the execution of this contract, in a position in which the same may be easily read by all workmen employed by the contractor in or about the execution of this contract, a clearly printed or written copy of the rate of wages and hours of labour. (*d*) The contractor shall at any time, and from time to time during the continuance of this contract, whenever called upon so to do by the town clerk, produce to such officer or officers of the council as the town clerk may direct, the time and wages books and sheets of the contractor in order to show to the satisfaction of such officer or officers whether or not the stipulations contained in this clause have been and are being complied with. (*e*) Should any workman in the employment of the contractors be not paid the said recognised rate of wages, the Council may pay to any workman or workmen who may have been underpaid the difference between the amount of wages which he may have been paid by the contractor and the amount which he would have been paid if the stipulation as to wages had been observed, and may deduct from any moneys due or to become due to the contractor under the contract the amount of the said difference so paid to such workman or workmen. (*f*) Any sum or sums of money which on breach by the contractor of any one or more of the stipulations aforesaid, may from time to time become payable by the contractor to the Council as liquidated damages, may either be recovered by the Council from the contractor by action or by other legal proceedings, or may be deducted and retained by the Council out of any moneys due or to become due from the Council to the contractor under this contract, or the Council may obtain payment thereof partly in the one mode and partly in the other. (*g*) In case of any breach by the contractor of any one or more of the stipulations aforesaid, it shall be lawful for the Council (and instead of claiming payment to them by the contractor, of the liquidated damages, if any, payable by the contractor, as aforesaid, in respect of such breach) to forthwith on written notice determine this contract which shall forthwith cease and determine accordingly.
GREENWICH - -	The contractors are required to make a declaration with their tender (which forms part of their contract) that they pay such rate of wages and observe such hours of labour as are considered just and fair in their various trades.

Name of Local Authority.	Conditions.
Councils of Metropolitan Boroughs—cont.	
HACKNEY - - -	*Contracts, Tenders, &c.* In the case of all workmen to be employed by the contractor, the contractor shall pay wages at rates not less, and shall observe hours of labour not greater, than the hours and rates recognised by the trades unions and in practice obtained in the district; the rates of wages and hours of labour shall be those in force at the date of the Council's acceptance of the tender. In inviting tenders for work to be executed for the Council, the advertisements and instructions for tender shall state that in the case of all workmen to be employed by the contractor, the contractor shall pay wages at rates not less, and shall observe hours of labour not greater, than the hours and rates recognised by the trades unions and in practice obtained in the district; the rates of wages and hours of labour shall be those in force at the date of the Council's acceptance of the tender. There shall be inserted in every contract a clause prohibiting the contractor from entering into any sub-contract without the consent of the Council, and in granting such consent the Council shall require the contractor to enter into an agreement, which shall secure the observance of the following conditions, viz.:— That no sub-contract shall operate to relieve the contractor from any of his liabilities or obligations, and that the contractor shall be responsible for all the acts, defaults, and neglects of the sub-contractor as fully as if they were the acts, defaults, and neglects of the contractor, and that there shall be inserted in the sub-contract a covenant by the sub-contractor that he will pay all workmen employed by him in or about the execution of such sub-contract rates of wages not less, and observe and cause to be observed by such workmen hours of labour not more, than the rates of wages and hours of labour set out in the schedule appended to the original contract. *Regulations of the Council as to Penalties to be included in Conditions of Contracts.* That the following clauses be inserted in every contract, and that such resolutions of the Council be set out at the end of the byelaws:— (*a*) For each breach of the stipulation regarding wages, the contractor shall, on demand, pay to the Council as liquidated damages, and not as a penalty, the sum of 5*l*. (*b*) For each breach of the stipulation regarding hours of labour, and for each workman in respect to whom it shall be committed, 5*s*. per hour, as liquidated damages, and not as a penalty, for every hour during which on each day such workman shall be employed by the contractor beyond the maximum number of hours stated in the schedule; provided that this stipulation shall not be construed to prohibit overtime, if such overtime be in accordance with the rules of the trades unions concerned. For each breach of the stipulation regarding sub-contracting, the contractor shall, on demand, pay to the Council as liquidated damages, and not as a penalty, the sum of 200*l*.
HAMMERSMITH - -	The contractor shall at all times during the continuance of the contract pay to the workmen employed on the work the rates of wages and observe the hours of labour and other general conditions of employment recognised in the metropolitan area by the trades unions concerned. The contractor shall at all times and from time to time during the continuance of the contract, whenever called upon by the town clerk, produce as the town clerk may direct the time and wages books and sheets of the contractor in order to show whether or not the before-mentioned stipulations have been and are being complied with.
HAMPSTEAD -	Where there is an agreement between the London Master Builders' Association and the trade union as to the rate of wages or hours of labour in any trade, the contractor shall pay to all the workmen belonging to such trade directly employed by him in the London District, that is to say, within a radius of 12 miles from Charing Cross, in or upon the execution of the contract, wages and wages for overtime respectively at a rate not less than such agreed rate of wages, and shall observe hours of labour not greater than such agreed hours of labour, and shall permit the borough engineer to inspect his time and labour sheets for the purpose of enabling him to ascertain that such rate is being paid and that such hours are being observed;

Name of Local Authority.	Conditions.
Councils of Metropolitan Boroughs—cont.	
HAMPSTEAD—*cont.*	and for each and every breach by the contractor of these stipulations the contractor shall on demand pay to the Council as liquidated damages and not as a penalty, for each day on which and for each workman in respect of which such breach shall be committed, the sum of 5*s*. The contractor shall employ in and about the works only such workmen as are competent, and the borough engineer shall have full power to dismiss from the works any person employed by the contractor in or about the works who shall, in his opinion, misconduct himself, or be incompetent, and if the contractor shall fail to remove any person or persons so dismissed, the borough engineer shall be at liberty to stop the works until such workmen shall be removed, and any damages sustained thereby shall be estimated by the borough engineer, and may be deducted from any moneys which may then be or thereafter become due from the Council to the contractor.
ISLINGTON -	All employees shall be paid the trade union rate of wages of the respective industries as agreed to by the employers' associations and trades unions and as in practice obtains, or where there is no employers' association or trade union, such rate of wages as prevails in the particular trade; and any person or firm tendering for contract with the Council shall be required to make a declaration in the subjoined form that they do and will continue to pay such rate of wages and observe the conditions and hours of labour prevalent in all classes of labour, and further, they shall be required to enter into an agreement with the Council not to sub-let or assign over such contract. Form of declaration :— I (or we) of do hereby declare that I (or we) do and will during the continuance of my (or our) contract for the continue to pay the trades union rates of wages as agreed to by the employers' associations and trades unions and as in practice obtain, or where there is no employers' association or trade union such rate of wages as shall prevail in the particular trade; and I (or we) also undertake to observe the conditions and hours of labour prevalent among the several classes of labour employed by me (or us); and I (or we) further agree not to sublet nor assign over my (or our) contract nor any part thereof without the written consent of the Council previously obtained. Dated this day of .
KENSINGTON - -	The contractors shall in and about the execution of the works pay such rates of wages and observe such hours of labour, as in the district in which the work is to be executed are generally obtained and recognised by associations of employers and trade unions. If the contractors shall commit a breach of this condition the contractors shall forfeit and pay to the Council for every week during which, or any part of which, any person or persons shall be employed at a lower rate of wages, or for longer hours than this condition requires, the sum of 1*l*. for each person so employed as ascertained and liquidated damages.
LAMBETH -	The contractor shall pay such wages, and observe such hours and conditions of labour as are generally accepted and in practice obtained and recognised by associations of employers and trades unions in the district, and the contractor shall throughout the execution of the contract prominently exhibit a copy of this condition in the workshops and where work under the specification is carried on. The contractor shall keep proper time books and wages books which shall at all times be open to the inspection of such person or persons as may be appointed on behalf of the Council for that purpose. The contractor, under the penalty of 50*l*., shall be bound to make and deliver to the Council, whenever required, a statutory declaration that the time and wages set out in the said time and wages books are correct, and that he has paid the several sums charged therein. The contractor shall not, without the written consent of the Council or their committee, assign or sublet the contract or any part thereof, but this prohibition shall not refer to the special items referred to in the specification as to be done by particular persons or firms or to such sub-letting as may be customary in the trades concerned.

Name of Local Authority.	Conditions.
Councils of Metropolitan Boroughs—cont.	
LEWISHAM - -	The contractor shall at all times during the continuance of the contract abide by, perform, observe, fulfil and keep all and singular the stipulations following, that is to say :— (1) The contractor shall pay all workmen (except a reasonable number of his legally bound apprentices) employed by him in and about the execution of the contract, or any part thereof, wages, and wages for overtime respectively, at rates not less than the rates prescribed in the schedule hereto*, and for each and every breach by the contractor of this stipulation, and notwithstanding the condonation of any prior or other breach, the contractor shall on demand pay to the Council as liquidated damages, and not as a penalty, the sum of 5*l.* (2) The contractor shall observe, and cause to be observed by all such workmen, hours of labour not greater than the hours of labour prescribed in the said schedule, and for each and every breach by the contractor of this stipulation, and notwithstanding the condonation of any prior or other breach, the contractor shall on demand pay to the Council as liquidated damages, and not as a penalty, for each day on which any such breach shall be committed, and for each workman in respect to whom it shall be committed, the sum of 5*s.* per hour for every hour during which on each day each such workman shall be employed by the contractor beyond the maximum number of hours prescribed in the said schedule, provided that this stipulation shall not be construed to prohibit overtime, if such overtime be in accordance with the rules of the trades unions concerned. (3) The contractor shall at all times during the continuance of the contract display and keep displayed upon the site of the works and in every factory, workshop or place occupied or used by the contractor in or about the execution of the contract, in a position in which the same may be easily read by all workmen employed by the contractor in or about the execution of the contract, a clearly printed or written copy of the said schedule hereto. (4) The contractor shall at any time and from time to time during the continuance of the contract, whenever called upon so to do by the clerk for the time being of the Council, produce to such officer or officers of the Council, as the clerk may direct, the time and wages books and sheets of the contractor in order to show to the satisfaction of such officer or officers whether or not these stipulations have been and are being complied with. (5) Should any workman in the employment of the contractor be not paid the scheduled rate of wages, the Council may pay to any workman who may have been underpaid the difference between the amount of wages which he may have been paid by the contractor and the amount which he would have been paid if the stipulation as to wages had been observed, and may deduct from any moneys due to or to become due to the contractor under the contract the amount of the said difference so paid to such workman.
PADDINGTON - -	The contractor shall, in the case of all workmen employed by him, pay wages at not less, and observe hours of labour not greater, than the rates and hours recognised by the association of employers and employees and in practice obtained in the district where the work is to be executed.
POPLAR - -	The contractor shall pay to every mechanic, artisan, craftsman, and labourer employed by him in performance of the contract, wages at the rate of not less than the minimum standard rate of wages in force in the district in which the work is done in their several trades at the date of his tender, and in case of any breach of this condition the contractor shall pay to the Council by way of liquidated damages the sum of five shillings per man affected for each day or part of day during which the breach of these conditions is in force, and such sum may be deducted by the Council from any moneys that may become payable to the contractor under the contract, or may be recovered by them by action at law. The contractor shall, with respect to each class of labour employed in the performance of the contract, observe the recognised hours of labour usual in the district in which the work is done in respect of that class, and in case of any breach of this condition

* A schedule setting out the particulars indicated as regards the various trades is included in the contracts.

Name of Local Authority.	Conditions.
Councils of Metropolitan Boroughs—cont.	
POPLAR—*cont.*	the contractor shall pay to the Council by way of liquidated damages the sum of five shillings per man affected for each day or part of day during which the breach of these conditions is in force, and such sum may be deducted by the Council from any moneys that may become payable to the contractor under the contract, or may be recovered by them by action at law.
ST. PANCRAS	The contractor shall pay to all the employees who may do work under the contract wages at such rates, and shall observe such conditions of employment, as are mutually agreed upon by the associations of employers and employees, and as in practice obtain in the respective trades and for the description of work covered by the contract.
SHOREDITCH - -	The contractor shall pay to the workmen employed by him under or in connection with the contract the trades union rate of wages as a minimum in force from time to time during the contract, and shall observe the usual hours of labour recognised by the trade, and shall in any sub-contract made by him with the consent of the Council stipulate for and secure the payment and observance by such sub-contractor of a like trades union rate of wages and hours of labour, or in default the contractor shall pay one pound for each week or part of a week in respect of each workman employed by the contractor or sub-contractor contrary to the said provision, which sum shall be deemed to be as and for liquidated damages, and may be deducted by the Council from any money due to the contractor under the contract, or the same shall be recoverable from him after payment of all moneys payable under the contract as a simple contract debt. The contractor shall indemnify and keep indemnified the Council against all claims made under the Workmen's Compensation Act, 1897, by workmen employed by the contractor in or about the said contract or suffering injury in consequence of work performed under the contract whether such claim is made before or after the completion of the works. The contractor shall insure and keep himself insured during the continuance of the contract under the Workmen's Compensation Act, 1897, in some approved insurance company, against all risks of damage or accident to workmen employed in or about the contract. The contractor shall also, whenever thereunto required by the town clerk, produce to him a policy of insurance and a receipt for the premium, and in default the Council may effect such insurance and recover same from the contractor, or deduct the same from any moneys payable under the contract.
SOUTHWARK - -	The contractor shall pay all workmen in his employ the current trade union rate of wages and observe trade union conditions of labour. Failure to comply with this condition shall leave it within the power of the Council to cancel the contract, and to finish any work undertaken in such manner, and by such means, as shall seem to them fit, and no claim for damages shall lie against the Council or hold good on account of any contract having been cancelled for such reason.
STEPNEY - -	The contractor must at all times during the existence of the contract pay to his employees the trade union rate of wages as agreed on by the employers' associations and trades unions and as in practice obtain. In the event of any breach of this condition, the contractor will be required to pay to the Council a sum of 5*l.* per centum on the contract price of the particular work or matter in respect of which the breach has occurred by way of liquidated damages. The contractor must not without the previous written consent of the Council under the hand of the town clerk, which consent may be given subject to such conditions (if any) as the Council may think fit to impose, assign or underlet the contract or any part thereof, or make any sub-contract for the execution or performance of the said works or the supply of any materials or articles or any part thereof, and for each and every breach by the contractor of this clause the contractor shall, notwithstanding the condonation of any prior or other breach, on demand pay to the Council as liquidated damages, and not as a penalty a sum equal to 5*l.* per centum on the total value of such part or parts of the contract as may be wrongfully assigned, underlet or sub-contracted for.

Name of Local Authority.	Conditions.
Councils of Metropolitan Boroughs—cont.	
WANDSWORTH -	The contractor shall in the case of all workmen employed by him, pay wages at not less and observe hours of labour not greater, than the rates and hours recognised by the associations of employers and employees and in practice obtained in the district where the work is to be executed. In the event of non-compliance with this condition the Council may determine the contract upon giving the contractor one calendar month's notice in writing to that effect under the hand of the town clerk.
WESTMINSTER -	The contractor shall in the case of all workmen employed by him pay wages at not less, and observe hours of labour not greater, than the rates and hours recognised by the associations of employers and employees and in practice obtained in the district where the work is to be executed.
WOOLWICH -	(A.) The contractor shall at all times during the continuance of the contract abide by, perform, observe, fulfil, and keep all and singular the stipulations following, that is to say :— *Workmen's Wages.* (1) The contractor shall pay all workmen (except a reasonable number of his legally bound apprentices) employed by him in and about the execution of the contract, or any part thereof, wages, and wages for overtime, respectively, at rates not less than the rates stated in the First Schedule* hereto, and for each and every breach by the contractor of this stipulation, and notwithstanding the condonation of any prior or other breach, the contractor shall on demand pay to the Council as liquidated damages, and not as a penalty, the sum of 1*l.* *Workmen's Hours.* (2) The contractor shall observe and cause to be observed by all such workmen hours of labour not greater than the hours of labour stated in the said First Schedule, and for each and every breach by the contractor of this stipulation, and notwithstanding the condonation of any prior or other breach, the contractor shall on demand pay to the Council as liquidated damages, and not as a penalty, for each day on which any such breach shall be committed, and for each workman in respect to whom it shall be committed, the sum of 5*s.* per hour for every hour during which, on each day, each such workman shall be employed by the contractor beyond the maximum number of hours stated in the said First Schedule; provided that this stipulation shall not be construed to prohibit overtime, if such overtime be in accordance with the rules of the trades unions concerned. *Power to Pay Workmen Difference between Amount authorised in Schedule and that paid by Contractor.* (3) Should any workman in the employment of the contractor be not paid the scheduled rate of wages, the Council may pay to any workman or workmen who may have been underpaid the difference between the amount of wages which he may have been paid by the contractor and the amount which he would have been paid if the stipulation as to wages had been observed, and may deduct from any moneys due or to become due to the contractor under the contract the amount of the said difference so paid to such workman or workmen. *Assigning or Underletting Contract.* (B.) The contractor shall not, without the written consent of the Council under the hand of the town clerk, which consent may be given subject to such conditions (if any) as the Council may think fit to impose, assign or underlet the contract or any part thereof, or make any sub-contract for the execution or performance of the said works or any part thereof, and for each and every breach by the contractor of this clause the contractor shall, notwithstanding the condonation of any prior or other breach, on demand, pay to the Council as liquidated damages, and not as a penalty, the sum of 100*l.*

* A schedule setting out the particulars indicated as regards the various trades is included in the contracts.

Name of Local Authority.	Conditions.
Councils of Metropolitan Boroughs—cont. WOOLWICH—*cont.*	*Recovery of Liquidated Damages.* (C.)—(1) Any sum or sums of money which on breach by the contractor of any one or more of the stipulations aforesaid in clauses (A) and (B), may from time to time become payable by the contractor to the Council as liquidated damages, may either be recovered by the Council from the contractor by action or other legal proceedings, or may be deducted and retained by the Council out of any moneys due or to become due from the Council to the contractor under the contract, or the Council may obtain payment thereof partly in the one mode and partly in the other. *Determination of Contract in Case of Breach by Contractor.* (2) In case of any breach by the contractor of any one or more of the stipulations aforesaid in clauses (A) and (B), or of any one or more of the provisions contained in the First Schedule hereto, it shall be lawful for the Council—and instead of claiming payment to them by the contractor of the liquidated damages, if any, payable by the contractor as aforesaid in respect of such breach—to determine this contract in the same manner and to the same extent as they have power to determine the same under the general conditions of the contract, in the events therein mentioned, and if the contract shall be determined under this present power, then all the provisions of those general conditions shall apply as if the contract had been determined under those general conditions. *Agreement to be Entered into by Contractor in Case of Sub-letting.* (D.) No sub-contract shall operate to relieve the contractor from any of his liabilities or obligations, and the contractor shall be responsible for all the acts, defaults, and neglects of the sub-contractor, as fully as if they were the acts, defaults, and neglects of the contractor, and there shall be inserted in all such sub-contracts a covenant by the sub-contractor that he will pay all workmen employed by him in or about the execution of such sub-contract rates of wages not less, and observe and cause to be observed by such workmen, hours of labour not more, than the rates of wages and hours of labour following, that is to say, as regards all work done upon a site, any part of which is within a radius of 20 miles measured in a straight line from Charing Cross, the rates of wages and hours of labour set out in the first schedule hereto as applicable to work done within such radius, and as regards all other work such rates of wages and hours of labour as at the date of the sub-contract are recognised by associations of employers and trades unions and in practice obtained in the several districts where the work is done, and such rates of wages and hours of labour shall be inserted in a schedule to the sub-contract, but in no case shall such rates of wages be less or hours of labour greater than those set out in the wages and hours schedule of the contract between the Council and the contractor, and in case of any breach by the sub-contractor of the covenant as regards rates of wages and hours of labour to be inserted in any sub-contract (and notwithstanding the connivance of the contractor in or condonation by such contractor of such breach or any prior breach) the contractor shall for every such breach as regards the rates of wages on demand pay to the Council as liquidated damages, and not as a penalty, the sum of 1*l.* and shall for every such breach as regards the hours of labour on demand pay to the Council as liquidated damages, and not as a penalty, for each day on which such breach shall be committed, and for each workman in respect to whom it shall have been committed, the sum of 5*s.* per hour for every hour during which such workman shall have been employed by the sub-contractor beyond the maximum number of hours during which under the terms of the said covenant he ought to have been employed.

Name of Local Authority.	Conditions.
Councils of Urban Districts not being Boroughs.	
ABERCARN -	If the Council do not consider that the work of a person employed by the contractor is satisfactory, they may give the contractor notice to substitute some other person.
ACTON - - -	The wages of all workmen employed by the contractors or sub-contractors under them shall be according to the recognised scale of wages of their respective trade unions; and, as far as possible, local labour shall be employed in the execution of the work.
ALSAGER -	No conditions as to wages; but the Council have power to discharge incompetent workmen.
ALTOFTS -	No conditions as to wages; but the surveyor has power to discharge any workmen he may consider incompetent or acting improperly.
ANNFIELD PLAIN -	The contractor shall pay his workmen not less than the current or standard rate of wages in the district, and shall observe the recognised rules and customs with respect to working hours.
AUDLEY - -	The contracts provide that, if any workman or other person employed by a contractor in or about the execution of works shall at any time, in the opinion of the surveyor, be incompetent or conduct himself improperly, the surveyor shall give notice in writing thereof to the contractor; the contractor shall within 24 hours from the service of such notice discharge from the works such workman or other person, and in default of such discharge it shall be lawful for the said surveyor to discharge such workman or other person, and to hire or employ any other person in his stead at the expense of the contractor, and such expense, if not previously paid, shall be deducted from the next payment that may become due to the contractor under his contract.
AYLESBURY -	In a contract dated 9th September 1903, it was provided "that the contractor shall pay the standard rate of wages prevailing in the district."
BALBY - WITH HEXTHORPE.	The contractor shall pay to the men employed by him a fair rate of wages, and not below the standard rate paid in the district.
BARKING TOWN -	The contractor shall pay the trade union rate of wages in force in the district to all persons engaged by him in carrying out the works specified, and observe the recognised hours of labour, and he shall, as far as possible, in the execution of the works employ workmen resident in the district of Barking.
BARNES -	The contractor shall pay such rates of wages and observe such hours of labour as are generally accepted as fair in his trade, and prevail in the district.
BARRY - - -	The contractors shall at their own expense insure their workmen against accident in some respectable office, and, when thereunto required, produce the current year's receipt for such insurance to the clerk of the Council for the time being. If any workman or other person employed by the contractors in or about the execution of the works shall at any time in the opinion of the surveyor be incompetent or conduct himself improperly, and the surveyor shall give notice in writing thereof to the contractors, the contractors shall within 24 hours from the service of such notice discharge from the works such workman or other person and in default of such discharge it shall be lawful for the surveyor to discharge such workman or other person and to hire or employ any other person in his stead at the expense of the contractors, and such expense if not previously paid shall be deducted from the next payment that may become due to the contractors under the contract. The rate of wages to be paid to, and the hours of labour as well as the rules imposed upon, the artificers, workmen and others who shall be engaged or employed in carrying out the contract or any portion thereof shall be such as are recognised by the respective trade unions and the employers in the town and district where such contract is to be executed.

Name of Local Authority.	Conditions.
Councils of Urban Districts not being Boroughs—cont.	
BARRY—*cont.*	If the contractors or any sub-contractor shall be proved to the satisfaction of the Council to have committed any infringement of the foregoing conditions or stipulations the contractors shall pay to the Council the sum of 10*l.* as and for liquidated damages for each and every such infringement, such penalty or penalties to be deducted from any moneys which may then be or may thereafter become due to the contractors or contractor or recoverable from them by legal process.
BEACONSFIELD - -	The contractor shall at the request of the engineer at once dismiss from the works any person employed thereon who may in the opinion of the engineer be incompetent or misconduct himself.
BECKENHAM - -	In all work under the contract, the contractors shall pay to the workmen employed thereunder or in connection therewith the current rate of wage paid in the Beckenham district for the class or trade to which such workmen belong.
BEXLEY - -	The annual contracts entered into by the Council provide that the persons employed by the contractor shall be of a certain age, able-bodied, and capable of performing the works the subject of the contract. No provision is made in any of the contracts entered into by the Council as to the rate of wages to be paid by the contractor.
BILSTON -	Not less than the minimum rate of wages and the hours of labour current in the district shall be respectively paid and observed.
BIRKDALE - -	The standard rate of wages of the towns of Southport and Birkdale shall be paid, and the recognised working rules adhered to, and no part of the work shall be sublet to any other person without the consent of the Council.
BISHOP AUCKLAND -	If any workman or other person employed by the contractor in or about the execution of the works shall at any time in the opinion of the surveyor be incompetent or conduct himself improperly, and the surveyor shall give notice in writing thereof to the contractor, the contractor shall within 24 hours from the service of such notice discharge from the works such workman or other person and in default of such discharge it shall be lawful for the surveyor to discharge such workman or other person and to hire or employ any other person in his stead at the expense of the contractor. And such expense if not previously paid shall be deducted from any payment that may then be or thereafter may become due to the contractor under the contract.
BLAYDON	The contractor shall pay his workmen the current rate of wages, and observe the hours and labour conditions of employers regulated by the trade societies of the district.
BOLLINGTON -	Preference is given to local labour wherever it is possible with a due regard to price.
BRANDON AND BYSHOTTLES.	There is a condition as to the discharge of workmen found by the surveyor to be incompetent or conducting themselves improperly. No condition as to wages.
BRANKSOME -	The contractor shall not assign or underlet his contract nor make a sub-contract with any workman for the execution of any part of the work but shall employ workmen direct, to be paid in wages by the day. The contractor shall pay for all labour in connection with the work not less than the rate of wages current in the district.
BREDBURY AND ROMILEY.	The contractor, his executors, administrators, or assigns shall pay such rate of wages and observe such conditions of employment as are generally accepted as current in each trade in the district for competent workmen.
BRENTFORD - -	Every contract for works contains a clause that the contractor shall pay to the workmen employed in the carrying out of the work the trade union rate of wages current in the district.
BRIERLEY HILL -	All contracts of the Council are made subject to the contractors paying their workmen the current trade rate of wages in the district.

Name of Local Authority.	Conditions.
Councils of Urban Districts not being Boroughs—cont.	
BRIGG - -	The contractors shall pay to the workmen employed by them in carrying out the contract the rate of wages and observe the hours of labour recognised and agreed upon between the trades unions and the employers respectively, for similar work, in the locality in which the work of carrying out this contract is to be performed or such rate of wages and hours as are equivalent or approximate thereto.
BURRY PORT -	No conditions as to the wages to be paid by the contractor, but the Council retain the power to dismiss any workmen for incompetence, and misconduct.
CAERPHILLY -	In all works executed under the contract, the rates of wages and hours of labour shall be such as are generally considered fair in the trade.
CARLTON - -	The contractor shall pay not less than the minimum standard rate of wages for the time being in force within the district.
CARSHALTON - -	No conditions as a rule. Two recent contracts for road work provided that so long as suitable men could be obtained, at least 75 per cent. of the workmen employed should be residents in the district.
CASTLEFORD -	The contractors shall pay the standard rate of wages current in the district.
CHEADLE and GATLEY -	There is no condition as to the wages to be paid by the contractor; but there is a condition that every person employed must be of good conduct.
CHERITON - -	The only conditions imposed are that the contractors shall employ bonâ fide Cheriton labour only on the works.
CHISLEHURST -	The contractors shall employ skilled workmen in their various trades and callings, and the engineer shall have power to dismiss any person whom he may consider unfit or incompetent.
CHISWICK - -	The following is a clause which is inserted in all contracts entered into by the Council :— The contractors agree to pay their workmen whilst engaged on the work of the Council within the district of Chiswick, the London trade union rate of wages.
CLAY CROSS -	The rates of wages to be paid in regard to the various trades are specified in the contract.
COCKERMOUTH	No condition as to wages, only as to dismissal on the grounds of incompetency or improper conduct.
CROMER	The contracts entered into by the Council do not specify any conditions as to wages to be paid by the contractor; but in the last contract (27th March 1905), and in all contracts generally, conditions have been specified that all workmen employed should be careful, skilled, and experienced in their various trades and callings, and that the engineer should have power to dismiss any person employed by the contractor who should, in the opinion of the engineer, misconduct himself or be incompetent or negligent in the due and proper performance of his duties.
DARTFORD - -	The contractor shall pay to the workmen engaged in the execution of the contract the respective trades union rates of wages as agreed by the employers and the trades unions in the district.
DENTON -	The contractors shall pay to the whole of their workpeople (except such as may be employed under special provisions agreed upon by the employers and the organised bodies of workers) the standard rate of wages in the several districts where their workpeople are actually engaged in the execution of work, and shall observe the hours of labour, as well as the aforesaid rate of wages, recognised by the association of employers and the local organised bodies of workers in the various trades in the several districts where the work is being done, and shall not prohibit their workpeople from joining trade societies or continuing members of such societies.

Name of Local Authority.	Conditions.
Councils of Urban Districts not being Boroughs—cont.	
DENTON—*cont.*	Should the Council have, in their opinion, reasonable grounds for believing that the above conditions are not being complied with, the contractor shall be required to produce proof (to the satisfaction of the Council) of his compliance with the said conditions. The contractor shall not assign or underlet the contract, or any part of it, or sub-contract, except with the consent of the Council, and upon such conditions as they may think fit, but if the tenderer at the time of tendering states his desire to sublet any portion of the work not usually done by him, the Council will consent, provided that the sub-contractor is a person approved by them; the principal contractor shall be responsible, however, for all work done by such sub-contractor, and for its being carried out under the same conditions as if executed by himself. Failure to comply with any of the above conditions shall, at the option of the Council, leave it within the power of the Council to cancel the contract or to call upon the contractor to pay to the Council the sum of 100*l.* as liquidated damages.
DROYLSDEN -	The contractor shall pay all workmen employed by him in carrying out the contract not less than the standard rate of wages recognised by the trade societies in the district in each branch of trade, and observe their recognised hours and proper conditions of labour. For work prepared outside the district, but to be used there, he shall pay the minimum standard rate of wages and observe the hours and conditions of labour recognised by the trade societies of the place where the work is prepared. If there be no such standard rate of wages in such place, the district rate of wages and conditions of labour shall govern the contract in that respect. The same conditions shall apply to sub-contractors. The contract shall prescribe, as the liquidated damages to be paid by the contractor in case of breach of that condition as to wages, a sum of money equal to three times the amount by which the actual rate of wages paid by him at any period during the execution of the contract for any particular class of work is below the standard rate of wages ruling in the district for the same class of work during that period.
EAST BARNET VALLEY	The contractors shall at all times during the time the works shall be in progress employ in the execution thereof suitable persons (if they shall apply to the contractors) who at the date of the contract are resident within the district, at the current rate of wages.
EAST STONEHOUSE -	Only certain contracts specify conditions as to wages to be paid by the contractor. The last contract (15th April 1905) contains a condition that the contractor shall pay all persons employed by him in the execution of the works not less than the standard rate of wages in the neighbourhood.
EDMONTON -	The contractors shall pay wages at rates not less, and observe hours of labour not greater, than the rates of wages and hours of labour set out in the list* of rates of wages and hours of labour annexed to the contract. The rates of wages and hours of labour are those recognised by the London trades unions.
EMLEY - - -	The contractor shall pay the average rate of wages prevailing in the district, and he shall base his prices on this understanding.
ERDINGTON -	The contractor shall pay the standard rate of wages current in the district, and in each instance where it is proved to the satisfaction of the Council that the contractor has not paid such standard rate of wages the Council shall be empowered to enforce a penalty of 5*l.* (five pounds), which amount may be deducted from any money due to the contractor or recovered from him by legal process.
ERITH - -	*Wages and Conditions of Labour.*—The contractor shall pay all workmen employed by him not less than the standard rates of wages, and shall observe the conditions of labour customary in the district where the work is executed. *Sub-Letting.*—The contractor shall not assign or sub-let the whole or any part of his contract to any other person or persons without the previously written consent of the Council.

* A schedule setting out the particulars indicated as regards the various trades is included in the contracts.

Name of Local Authority.	Conditions.
Councils of Urban Districts not being Boroughs—cont.	
ERITH—*cont.*	*Penalties.*—If the contractor shall fail to observe any of the conditions contained in either of the two preceding clauses, the contractor shall in every such case, upon the offence being proved, be mulcted in a penalty of 5*l.* for every 100*l.* value of the contract.
FARNWORTH	The contractor shall pay the standard rate of wages obtaining in the district.
FINCHLEY	The contractor shall pay workmen at a rate of wages not less than the current rate of wages in the district.
FLEETWOOD	The contractor shall, in the execution of the works, observe the customs and conditions as to rates of wages and working hours in the district that prevail in each particular trade or labour, and the contractor shall be prohibited from sub-letting any portion of his contract except where the department concerned specifically allows the sub-letting of such special portions of the work as would not be produced or carried out by the contractor in the ordinary course of his business. In case there be any default on the part of the contractor in this respect, the contractor shall forfeit and pay to the Council the sum of 50*l.* as liquidated damages for such default, and after notice from the Council of any repeated like default a further sum of 50*l.* for every repetition of such default. The contractor shall, as far as possible, employ local labour in the execution of the works.
GORTON -	The contractor shall pay to all his workmen the standard rate of wages recognised in the district for the time being.
GOSPORT AND ALVERSTOKE.	The contractor agrees with the District Council that he will, during the term of the contract, pay all men employed by him under the contract the standard rate of wages payable in the district.
GRASMERE - -	The contractor shall pay the wages of the workmen weekly, and shall pay not less than the minimum standard rate of wages recognised in each trade employed.
GRAYS THURROCK	The trades union rate of wages in the district shall be paid.
GREAT BERKHAMPSTEAD	All labour shall be of the best description of the respective kinds. Since 1902 all works executed for the Council have been carried out by direct labour.
HAMPTON WICK	A condition empowering the Council's surveyor to object to, and require discharge of, workmen who are incompetent or behave improperly.
HANDSWORTH (STAFFS.)	The contractor shall, during the continuance of the contract, pay or cause to be paid to all workmen engaged upon the works not less than the recognised standard rate of wages current in the district or districts where such work shall be carried out, and if it shall be proved to the satisfaction of the Council that the contractor has paid less than the minimum standard rate of wages as aforesaid, the contractor shall pay to the Council as and for liquidated damages a sum of twenty shillings for each and every case in which such underpayment shall be proved, and it shall be lawful for the Council to deduct any such sum or sums from any moneys to become due to the contractor under the contract, or to recover the same from him.
HANWELL -	The contractor shall pay the whole of the men engaged in the works such rate of wages and observe such hours of labour as are recognised by the workmen's trade union in the district, and in force at the time of signing the contract.
HARPENDEN - -	Competent men shall be employed.
HARROW-ON-THE-HILL	The contractor shall pay such rate of wages and observe such hours of labour as are generally accepted as fair in the respective trades within the district.
HEAGE - - -	Parochial labour shall be employed as far as possible.
HEANOR -	The contractor shall pay all workmen employed on the works according to the standard rate of wages payable in the district for work of a similar description.

Name of Local Authority.	Conditions.
Councils of Urban Districts not being Boroughs—cont.	
HEBBURN - - -	The contractor shall pay to his workmen the trades union rate of wages payable to workmen for similar work done in the district.
HENDON - - -	Contracts do not specify any condition as to the wages to be paid by contractors. The only condition imposed upon the contractors with regard to persons employed by them is that such persons shall be skilled in their various callings.
HERNE BAY - -	No conditions as to wages to be paid by contractor; but workmen employed must be such as are careful and skilled in their various trades.
HESSLE	In the case of the various kinds of team labour no person or persons engaged or employed by the contractors to perform any of the work or to assist in performing any of the work specified in the contract shall be less than twenty-one years of age.
HINCKLEY -	The standard rate of wages adopted in the district be paid to the workmen engaged upon the work.
HOOLE - -	The contractor shall pay his workmen not less than the minimum standard rate of wages paid in the district in which the contract is to be executed, and also observe the recognised hours and conditions of labour in the respective trades, and that the standard rate of wages shall be the rate for the time being agreed upon between employers and the representatives of the various trades unions, and that every breach of this clause shall subject the contractor to a penalty of one pound per day.
HUCKNALL TORKARD -	If the contractor at any time does not perform the work to the satisfaction of the surveyor, the Council, at any time and from time to time, upon the certificate of the surveyor in writing and after notice to and at the cost of the contractor may, without determining the contract, dismiss inferior workmen, remove inferior materials, supply other men and materials, and rectify defective work, and revoke the contractor's licence to use any part of the materials and plant.
HURST - - -	If any workman shall be incompetent or conduct himself improperly the surveyor to the Council shall give notice to the contractors and they shall have him discharged and appoint another person in his stead.
ILFORD -	The contractor shall pay to the workmen employed on the works the rate or rates of wages payable in the district during the period of the currency of the contract; and shall (as far as possible)* employ on the works men resident within the district of Ilford only.
ILKLEY -	If any workman or other person employed by the contractor in or about the execution of the works shall at any time in the opinion of the surveyor be incompetent or conduct himself improperly, and the surveyor shall give notice in writing thereof to the contractor, the contractor shall within twenty-four hours from the service of such notice discharge from the works such workman or other person, and in default of such discharge it shall be lawful for the surveyor to discharge such workman or other person and to hire or employ any other person in his stead at the expense of the contractor. And such expense if not previously paid shall be deducted from the next payment that may become due to the contractor under the contract.
ITCHEN - -	The contractor shall pay to the workmen employed by him not less than the minimum local standard rate of wages as settled from time to time between the masters' association and trade unions respectively in each branch of the trade at the date of the contract.
IVYBRIDGE - -	If any workman or other person employed by the contractors in or about the execution of the works shall at any time in the opinion of the surveyor be incompetent or conduct himself improperly, and the surveyor shall give notice in writing thereof to the contractors, the contractors shall within 24 hours from the service of such notice discharge from the works such workman or other person and in default of such discharge it shall be lawful for the surveyor to discharge such workman or other person and to hire or employ

* Words in parentheses are omitted or inserted according to the nature of the works.

Name of Local Authority.	Conditions.
Councils of Urban Districts not being Boroughs—cont.	
IVYBRIDGE—*cont.*	any other person in his stead at the expense of the contractors. And such expense if not previously paid shall be deducted from any payment that may then be or thereafter may become due to the contractors under the contract.
KENILWORTH -	The contractor shall employ as much local labour as possible and shall pay therefor the rate of wages current in the district.
KETTERING - -	The contractor must pay to his workpeople not less than the standard rate of wages, and accept the conditions and hours adopted by the various trade societies of Kettering, or of the town in which he conducts his business. He shall not under any circumstances assign or sublet the contract or any part thereof without the written consent of the Council. In the event of any breach of this condition the contractor shall pay to the Council such a sum of money as shall be decided by the majority of the Council, and the Council shall be entitled to deduct such sum from any moneys due to the contractor under his contract.
KIDSGROVE -	The contracts provide that if any workman or other person employed by a contractor in or about the execution of works shall at any time in the opinion of the surveyor be incompetent or conduct himself improperly, the surveyor shall give notice in writing thereof to the contractor, the contractor shall within 24 hours from the service of such notice discharge from the works such workman or other person and in default of such discharge it shall be lawful for the surveyor to discharge such workman or other person and to hire or employ any other person in his stead at the expense of the contractor, and such expense if not previously paid shall be deducted from the next payment that may become due to the contractor under his contract.
KING'S NORTON and NORTHFIELD.	The contractors shall during the continuance of the contract pay or cause to be paid to all workpeople engaged by them in skilled labour a sum for wages of not less than the recognised standard of wages in the several trades employed upon the contract for the district within which the contract is to be performed and if it shall be proved to the satisfaction of the engineer (to the Council) that the contractor has either by himself or his authorised sub-contractor paid less than the said standard rate of wages the Council shall be entitled to deduct and retain from the moneys payable to the contractor in respect of the contract such a sum as the engineer shall in his sole discretion think proper.
KIRKBY-IN-ASHFIELD	The district rate of wages shall be paid by the contractors.
LEEK - -	The contractor shall pay the standard trades union rate of wages as paid in the town of Leek.
LEYTON - -	The contractor shall not assign over or underlet the contract, or any portion thereof, to any other person, but shall employ his own foremen and workmen, who shall be paid wages by the contractor. The contractor shall pay to all persons engaged by him in carrying out the works mentioned in the specification such wages as are generally recognised as the standard rate of wages in each trade for competent workmen, and shall from time to time, whenever required so to do, produce to the Council sufficient evidence that such wages are paid by him, and also that none of the said work is sublet, contrary to the conditions contained in the preceding paragraph. The contractor shall employ only such foremen and workmen, in or about the execution of any of the works under the contract, as are careful and skilled in their various trades and callings, and the surveyor shall be at full liberty to object to or dismiss any person who shall be found incompetent, or who shall act in an improper manner.
LITHERLAND - -	The contractor shall pay the rate of wages and observe the hours of labour recognised and agreed upon between the trades union and the employers respectively in the locality in which the work for carrying out the agreement is to be performed or such rate of wages and hours as are equivalent thereto, and the contractor shall not assign or transfer any share or interest in the contract without the written consent of the Council under the hand of the clerk to the Council.

Name of Local Authority.	Conditions.
Councils of Urban Districts not being Boroughs—cont.	
LITTLE HULTON -	The contractor shall pay all workpeople the regular standard rate of wages as recognised by the various trades unions and employers' associations in the district in which the work is carried out, and the hours and conditions of labour as recognised by such trade unions and employers' associations shall also be observed. In default of the due observance of these conditions he shall forfeit the sum of fifty pounds.
LLANDUDNO -	No condition as to wages; but the men employed by the contractor shall be competent persons.
LLANELLY -	The contractor shall pay all persons employed by him in the execution of the contract wages at the rates current in the district and shall observe the hours of labour usual in the district.
MALVERN - -	The contractor shall pay the standard rate of wages of the various local trades unions of Malvern and district.
MERTHYR TYDFIL	The contractor shall pay trades union rates of wages and observe the recognised hours of labour prevailing in the district.
MILNROW - -	Contractors shall pay their workpeople at least the standard rate of wages.
MOUNTAIN ASH -	The workmen employed under the contract shall be competent workmen for the work they are called upon to do.
NANTWICH - -	The contractor shall during the continuance of the contract pay or cause to be paid to all workmen engaged upon the works (the subject of the contract) not less than the standard rate of wages current in the district, and if it shall be proved to the satisfaction of the Council that the contractor has paid less than the standard rate of wages as aforesaid, he shall forthwith pay to the Council, as and for liquidated damages, a sum of twenty shillings for each and every case in which such under payment shall be proved, and it shall be lawful for the Council to deduct any such sum or sums from any moneys due or to become due to the contractor under the contract.
NESTON and PARKGATE	Agreement in form issued and sanctioned by Royal Institute of British Architects. Persons employed can be objected to by architect.
NEWTON-IN-MAKERFIELD.	The Council may insist upon the dismissal of any workman employed by the contractor whose conduct is not satisfactory.
NORTHWICH - -	The contracts provide that no person under the age of 18 years shall be employed in the execution of works without the sanction of the Council. And, further, that if the engineer is of the opinion that any man employed is unsuitable for the work in which he is engaged, he may require the contractor to discharge the man.
OAKENGATES - -	The contractor agrees, in carrying out the contract, to pay the rate of wages and to observe the hours of labour recognised and agreed upon between the trades unions and the employers respectively in the locality in which the work for carrying out the contract is to be performed, or such rate of wages and hours as are equivalent or approximate thereto.
OLDBURY - -	The contractor shall pay all workmen employed by him the standard rate of wages payable in the district for work of a similar character, and shall employ local labour as far as possible.
OSWALDTWISTLE -	The contractor shall dismiss any workman the surveyor may consider unfit to be employed upon the works, and such workman shall not be employed again without the consent of the surveyor.
OYSTERMOUTH - -	The contractor shall pay to all persons employed by him in carrying out contract work such wages as are generally recognised as the standard rate of wages in each particular trade, and he shall, whenever required, produce sufficient evidence to the Council that such wages are paid by him.
PADIHAM - -	Union rate of wages shall be paid to all workmen employed.

Name of Local Authority.	Conditions.
Councils of Urban Districts not being Boroughs—cont.	
PETERSFIELD - -	No conditions as to wages to be paid, or as to persons to be employed, are inserted in the contracts, but the surveyor of the Council has power to discharge any persons found incompetent.
PONTYPRIDD .	A small proportion of the contracts specify the following conditions as to wages and hours of employment. Dismissal by contractor of incompetent workmen; payment by contractors to workmen of the rates of wages recognised by the trades unions in the district; employment of workmen during hours recognised by such unions.*
PORTISHEAD -	The engineer shall have full power to discharge any foremen or workmen employed by the contractor who shall neglect or disobey his orders or those of the clerk of works, or, in the opinion of the engineer, conduct themselves improperly, or be unskilled or incompetent, and the contractor shall be bound immediately to replace any person or persons so discharged by others approved by the engineer, and such workman or workmen shall not again be allowed to be employed on the works.
RADCLIFFE - -	The contractor shall pay the standard rate of wages current in the district for any class of work required to be executed under the contract.
RAMSBOTTOM - -	The contractor shall pay, or cause to be paid, to all persons employed in the execution of the works under the contract, not less than the recognised rate of wages for similar employment within the district, and shall cause to be observed in such employment the recognised hours of labour in the district. Any contract for sub-letting any portion of the works shall contain a covenant by the sub-contractor as to wages and hours of labour similar to the foregoing.
RHONDDA - -	The contractor shall pay all workmen employed by him in carrying out the contract not less than the standard rate of wages paid by other employers of labour in the district in each branch of trade, and shall observe their recognised hours and conditions of labour. For every breach of this condition the contractor shall pay to the Council as and by way of liquidated damages, a sum of money equal to three times the amount by which the actual rate of wages paid by him, at any period during the execution of the contract for any particular class of work, is below the standard rate of wages ruling in the district for the same class of work during that period.
RHYMNEY - -	The contracts do not specify any conditions as to wages, but they contain a provision enabling the Council to require the discharge of any incompetent workman.
RICKMANSWORTH -	Preference shall be given to local labour and materials wherever it is possible, with a due regard to price.
RISCA	If the Council do not consider the work of a person employed by the contractor satisfactory, the Council may give the contractor notice to substitute some other person.
ROTHWELL (YORKS) -	The contractors shall pay to the workmen for the time being employed in the execution of the contract the average rate of wages for the time being prevalent in the district for similar work or work of a like character.
ROWLEY REGIS - -	In the case of contracts for works such as would have been entered into by the School Board had that body still been in existence, the Council continue to include a clause to the effect that the standard rate of wages paid to workmen in the district shall be recognised by the contractors.
ROYTON - -	The contractor shall employ only such foremen and workmen in and about the execution of the works under the contract as are careful and skilled in their various trades and callings, and the engineer shall be at full liberty to object to or dismiss all or any who shall be found incompetent or who shall act in an improper manner.

* The Council have passed a resolution directing that these conditions shall be specified in *all* future contracts.

Name of Local Authority.	Conditions.
Councils of Urban Districts not being Boroughs—cont.	
ROYTON—*cont.*	The contractors shall pay to their workpeople on or about the works such rate of wages as is in vogue in the district of Royton. The contractors shall also employ them during such hours as are usual and customary in the district.
RUGBY - -	The contractor in carrying out the contract shall pay the rate of wages and observe the hours of labour recognised and agreed upon between the trades union and the employers respectively in the locality in which the work for carrying out the contract is to be performed, and neglect or failure so to do shall be deemed a breach of these conditions, and the Council may by notice in writing determine the contract at any time, and whether so determined or not the contractor shall forfeit and pay to the Council the sum of fifty pounds as liquidated and ascertained damages for such breach, or the Council may deduct the same from any money due or payable by them to the contractor.*
RUSHDEN -	In case the surveyor shall be dissatisfied, on the ground of incompetency or misconduct, with any master, foreman, or workman who shall be employed by the contractor in the performance of the works, and shall give notice in writing to the contractor thereof, the contractor shall, within 24 hours next following, discharge from the works such master, foreman, or workman. And if the contractor shall neglect to do so, the surveyor may discharge such master, foreman, or workman from being employed on the works, and hire and employ any other person or persons in his or their stead, at the expense of the contractor; such expense to be deducted out of the next payment due to the contractor, if not previously paid.
RYTON - - -	Power to discharge workmen for incompetence or improper conduct.
SADDLEWORTH - -	In case the surveyor shall be dissatisfied, on the ground of incompetency or misconduct, with any master, foreman, or workman who shall be employed by the contractor in the performance of the works, and shall give notice in writing to the contractor thereof, the contractor shall, within twenty-four hours next following, discharge from the works such master, foreman, or workman. And if the contractor shall neglect so to do, the surveyor may discharge such master, foreman, or workman from being employed on the works, and hire and employ any other person or persons in his or their stead, at the expense of the contractor; such expense to be deducted out of the next payment due to the contractor, if not previously paid.
ST. ANNE'S-ON-THE-SEA	If any workman or other person employed by the contractor in or about the execution of the works shall at any time in the opinion of the surveyor be incompetent or conduct himself improperly, and the surveyor shall give notice in writing thereof to the contractor, the contractor shall within 24 hours from the service of such notice discharge from the works such workman or other person and in default of such discharge it shall be lawful for the surveyor to discharge such workman or other person and to hire or employ any other person in his stead at the expense of the contractor. And such expense if not previously paid shall be deducted from any payment that may then be or thereafter may become due to the contractor under the contract.
SANDAL MAGNA -	A condition enabling surveyor to discharge any workmen he may consider incompetent or acting improperly.
SHANKLIN - -	If any workman or other person employed by the contractor in or about the execution of the works shall at any time in the opinion of the surveyor be incompetent or conduct himself improperly, and the surveyor shall give notice in writing thereof to the contractor, the contractor shall within 24 hours from the service of such notice discharge from the works such workman or other person, and in default of such discharge it shall be lawful for the surveyor to discharge such workman or other person and to hire or employ any other person in his stead at the expense of the contractor. And such expense if not previously paid shall be deducted from any payment that may then be or thereafter may become due to the contractor under the contract.
SHELLEY - - -	The only condition specified by the Council is that the contractor shall employ, as much as possible, local labour.

Name of Local Authority.	Conditions.
Councils of Urban Districts not being Boroughs—cont.	
SHEPTON MALLET -	If any workman employed by the contractor is, in the opinion of the surveyor, incompetent or conducts himself improperly, the contractor shall discharge such workman.
SHILDON AND EAST THICKLEY.	If any workman or other person employed by the contractor in or about the execution of the works shall at any time in the opinion of the surveyor be incompetent or conduct himself improperly, and the surveyor shall give notice in writing thereof to the contractor, the contractor shall within 24 hours from the service of such notice discharge from the works such workman or other person, and in default of such discharge it shall be lawful for the surveyor to discharge such workman or other person and to hire or employ any other person in his stead at the expense of the contractor. And such expense if not previously paid shall be deducted from any payment that may then be or thereafter may become due to the contractor under the contract.
SHIPLEY .. -	The contractors shall pay to the workmen employed in the execution of any contract for the Council such wages as are recognised as current and actually in operation in the district. There shall be no sub-letting of any portion of a contract, except with the written sanction of the Council; such sanction to be granted only by resolution of the Council. (*a*) In the event of a contravention of the first of the preceding clauses, the Council shall be entitled to deduct from the amount payable to the contractor such sum as will represent double the amount of the difference between the wages actually paid by the contractor and the wages recognised as current in the district, provided that any such deduction shall not, in any case, be less than 5*l.*; and the contractor shall bind himself to accept such reduced sum, in full satisfaction of his claim on account of the contract; and (*b*) in the event of a breach by the contractor of the second of the preceding clauses, the Council shall be entitled to deduct 20 per cent. from the amount payable to the contractor; and the contractor shall bind himself to accept such reduced sum, in full satisfaction of his claim on account of the contract.
SLOUGH - -	The contractor shall employ in or about the execution of the several works only such workmen as are careful and skilled in their various trades and callings, and the surveyor shall have full power to object to and dismiss any person employed by the contractor in or about the works who shall in his opinion misconduct himself or be incompetent for the due and proper performance of his duties.
SOUTHALL-NORWOOD -	The contractor shall pay the standard rate of wages for the district.
SOUTH BANK IN NORMANBY.	The trades union rate of wages of the district shall be paid by the contractor.
SOUTHWICK - -	The contractor shall, as far as may be practicable, employ men for the execution of the works, the subject of this contract, who were residing in the district of the Council prior to the 25th day of December 1904, for which purpose a register of unemployed will be kept by the surveyor to whom the contractor shall apply as men are required for the said works, but the contractor shall be under no obligation to retain any man who may prove inefficient.*
SOWERBY BRIDGE -	The wages paid in the execution of the works shall be those generally accepted as current in the district for competent workmen. Any dispute between the contractor and the workmen as to the wages question shall be referred to the engineer, and his decision shall be final and binding upon all parties.
SPENNYMOOR - -	The contractor shall pay such rates of wages and observe such hours of labour as are generally accepted as fair in the district, and shall not assign his contract to any other person without the consent of the Council, nor shall he underlet the work or make any sub-contract without the consent of the Council, nor shall he under any circumstances do other than pay day wages to his own immediate workmen for the execution of the contract.
STONE -	The contractor shall declare that he pays the standard rate of wages to his workpeople, and that he will do so to the men engaged upon the work under the contract.

* These are conditions stated to have been specified in the case of the last contract only (February 1905), in view of exceptional distress prevalent at the time.

Name of Local Authority.	Conditions.
Councils of Urban Districts not being Boroughs—cont.	
STOWMARKET - -	The contractor shall employ only such workmen as are careful and skilled in their various trades, and the surveyor shall be at liberty to object to or dismiss any person employed by the contractor. The contractor shall employ a competent foreman on the works, who shall not be dismissed without the sanction of the surveyor, but may be objected to or dismissed by the surveyor.
STREET -	The workmen, if incompetent or refusing to carry out instructions, may be dismissed by the Council.
STRETFORD - -	The contractor covenants and declares, with and to the Council, that the contractor pays, and will pay during the subsistence of the contract, to the whole of the workpeople of the contractor (except such as may be employed under special provisions agreed upon by the employers and the organised bodies of workers) the standard rate of wages in the several districts where the workpeople of the contractor are actually engaged in the execution of work. And also, that the contractor observes, and will observe during the subsistence of the contract, the hours of labour, as well as the aforesaid rate of wages, recognised by the associations of employers and the local organised bodies of workers in the various trades of the several districts where the work is being done. And also, that the contractor does not and will not prohibit the workpeople of the contractor from joining trade societies or continuing members of such societies.
SWINTON (YORKS) -	The contractor shall pay not less than the minimum standard rate of wages current in the district for all labour required.
SWINTON AND PENDLEBURY.	The contractor undertakes to observe the following conditions in regard to the rate of wages and hours of labour, &c. Failing the carrying out of all or any of the said conditions, the Council shall be at liberty to cancel any contract which the contractor may enter into with the Council or any tender which may be accepted for the execution of work, and the Council shall have power to finish any work undertaken by the contractor under such contract or tender, as and in such manner as the Council shall deem fit, and no claim for damages shall be made or hold good on account of the cancelling of such contract or tender for the reason hereinbefore given, and the cost of all such work done by the Council may be deducted from the amount of the tender of such work:— (*a*) The contractor must pay to his workmen the standard rate of wages and observe the hours of labour recognised by agreement between the local organised bodies of employers and operatives in the trade rules and established trade customs and conditions of the district in which the work is done. (*b*) Should the Council have, in its opinion, reasonable grounds for believing that the above conditions are not being complied with, the contractor shall be required to grant facilities to the clerk of the Council or his representatives to examine the wage-books or wage-sheets showing the wages paid to, and the hours of labour observed by, all those employed by the contractor. (*c*) No tender shall be accepted from any firm which prohibits its workpeople from joining trade societies organised for mutual defence. (*d*) The contractor, or any agent or servant of his acting with his authority, knowledge, or consent, shall not on any account be permitted to give or offer any gratuity to any officer or servant of the Council. (*e*) The contractor shall not assign or underlet the contract, or any part of it, or sub-contract, except with the consent of the Council, and upon such conditions as the Council may think fit; but, if the tenderer at the time of tendering states his desire to sublet any portions of the work not usually done by him, the Council will consent provided that the sub-contractor is a person approved by it. The principal contractor shall be responsible, however, for all work done, and for being carried out under the same conditions as if executed by himself.
TEIGNMOUTH -	The contractor shall employ local labour as far as possible in carrying out the works, where, in the opinion of the surveyor, it is advisable to do so, and he shall pay the standard rate of wages current in the district.
TIPTON - -	The contractor shall pay the rate of wages and observe the hours of labour recognised and agreed upon between the trade unions and the employers respectively in the locality in which the work for carrying out the contract is to be performed, or such rate of wages and hours as are equivalent or approximate thereto.

Name of Local Authority.	Conditions.
Councils of Urban Districts not being Boroughs—cont.	
TOTTENHAM - -	Trade union wages are to be paid, and the contractor shall employ the unemployed of the district as far as practicable.
TUNSTALL - -	The contractor shall pay to all workmen employed upon the work the standard rate of wages paid in the district for such class of work.
TWICKENHAM - -	The contractor shall during the progress of the works pay his workmen the current rate of wages payable in the district.
TYLDESLEY WITH SHAKERLEY.	The contractor undertakes that in carrying out the contract all people employed shall be paid the regular standard rate of wages as recognised by the various trades unions and employers' associations in the district, and that the hours and conditions of labour as recognised by such trades unions and employers' associations shall be observed. Should the contractor commit a breach of any of these conditions, he shall not be asked or allowed to tender again for any work of the Council. Any questions arising as to what are the standard rate of wages, &c., to be settled between the trades unions and employers' associations.
VENTNOR - -	Contracts contain no conditions as to wages. The only condition affecting workmen is that the contractor shall discharge any workman if, in the opinion of the Council's surveyor, he is incompetent.
WALLASEY - -	The contractor undertakes that he, his executors, administrators, or assigns or sub-contractors, will pay during the continuance of the contract to his or their workmen or other workpeople the minimum standard rate of wages obtaining in the urban district or the district in which the work is executed, as the case may be, and that he and they will observe the trade customs and regulations current in the said district; and if it shall be proved to the satisfaction of the Council that he or they have paid less than the minimum standard rate of wages, or failed to observe the trade customs and regulations as aforesaid, the contractor shall pay to the Council as and for liquidated damages the sum of 20*s.* for each and every case in which such under-payment or non-observance shall be proved, and it shall be lawful for the Council to deduct any such sum or sums from any moneys due or to become due to the contractor under the contract.
WALTHAMSTOW	The contractor shall pay to all persons engaged by him such wages as are generally accepted as current in each trade for competent workmen and shall from time to time whenever required so to do, produce to the Council sufficient evidence that he is paying such wages, and also that none of the work is sub-let.
WARSOP -	The contractor shall pay the standard rate of wages in force in the district in all branches of his work.
WEALDSTONE -	The contractor shall pay all workmen employed upon the works the trade union rate of wages, under a penalty of fifty pounds, or under pain of forfeiting the contract, at the option of the District Council, provided always that where any trade or craft shall not be represented by any trades union the men employed shall be paid the rate of wages prevailing in the district of the Council.
WEDNESFIELD - -	To pay the rate of wages and to observe the hours of labour recognised and agreed upon between the trades unions and the employers respectively in the locality in which the work for carrying out the contract is to be performed, or such rate of wages and hours as are equivalent or approximate thereto.
WEDNESFIELD HEATH or HEATH TOWN.	To pay the rate of wages and to observe the hours of labour recognised and agreed upon between the trades unions and the employers respectively in the locality in which the work for carrying out the contract is to be performed, or such rate of wages and hours as are equivalent or approximate thereto.
WELLINGBOROUGH -	The contractor shall pay to all men employed upon the works the rate of wages and adopt the hours of labour agreed upon between the employers' association and the trades union.
WEMBLEY - -	No conditions as to wages; but as regards persons to be employed, contract gives surveyor power to discharge incompetent workmen.

Name of Local Authority.	Conditions.
Councils of Urban Districts not being Boroughs—cont.	
WESTHOUGHTON - -	The contractor contracts and undertakes to pay all workmen in his employ the recognised standard rate of wages applicable to each class of work, and also to observe the usual hours and conditions of labour recognised in the town, and also further undertakes that this shall apply to all or any sub-contractors in connection with the contract.
WESTON-SUPER-MARE -	The contractor shall not, without the written consent of the Council, under the hand of their clerk, which consent may be given subject to such conditions (if any) as the Council may think fit to impose, assign or underlet the contract or any part thereof, or make any sub-contract for the execution or performance of the work or any part thereof or for any piecework; and for each and every breach by the contractor of this conditon the contractor shall, notwithstanding the condonation of any prior or other breach, on demand, pay to the Council, as liquidated damages, and not as a penalty, the sum of *l.* * Provided that the contractor may, with the consent of the Council, under the hand of their clerk, which consent may be given subject to such conditions (if any) as the Council may think fit to impose, sub-let such portions of the work as would not usually be produced or carried out by the contractor in the ordinary course of his business, to an approved sub-contractor, the contractor being responsible for the work done, under the same conditions as if done by himself. The contractor shall strictly observe the recognised rules, customs, and conditions as to rates of wages and working hours that prevail in each particular trade in the district; and for any breach by the contractor of this condition the contractor shall, notwithstanding the condonation of any prior or other breach, on demand, pay to the Council, as liquidated damages and not as a penalty, the sum of *l.*
WIGSTON MAGNA -	No workman shall be employed for unskilled labour other than men living within the district, without the written consent of the surveyor to the Council.*
WILLESDEN - -	In the case of building contracts the following clause is inserted:— The contractor shall pay all workmen (except a reasonable number of legally bound apprentices) employed by him in and about the execution of this contract, or any part thereof, wages and wages for overtime respectively, at rates not less than the rates stated or provided for in the schedule hereto,† and for each and every breach by the contractor of this stipulation, and notwithstanding the condonation of any prior or other breach, the contractor shall, on demand, pay to the Council, as liquidated damages and not as a penalty, the sum of *5l.* In the case of the printing and stationery contract of the Council:— The contractor undertakes to pay to all his employees such rate of wages and observe such hours of labour as are generally accepted as fair in the trades affected, and for each and every breach of this stipulation, the contractor shall, on demand, pay to the Council as liquidated damages the sum of *5l.*, or the same may be recovered in any court of competent jurisdiction.
WILLINGTON	A condition relative to the workmen found by the surveyor to be incompetent or conducting themselves improperly. No condition as to wages.
WIMBLEDON - -	The rates of wages to be paid to, and the hours of labour imposed upon, the artificers, workmen, and others who shall be engaged or employed in carrying out the contract shall be such as are recognised by the respective trade unions and the employers in the town and district where such contract is to be executed. The contractor shall at any time and from time to time during the continuance of the contract, whenever called upon so to do by the clerk for the time being of the Council, produce to such person or persons as the clerk on the authority of the Council or a committee of the Council may direct the time and wages books and sheets of the contractors, in order to show to the satisfaction of such person or persons whether or not these stipulations have been and are being complied with.
WITNEY -	The contracts do not embody any conditions as to the wages to be paid by the contractors. They, however, usually contain a stipulation for the dismissal by the Council's engineer forthwith of any person employed by the contractor on the works, who appears to be incompetent or acts in an improper manner.

* It is stated that this condition was inserted in a contract entered into in February 1905 because there was a large number of men at Wigston out of employment at the time.

† A schedule setting out the particulars indicated as regards the various trades is included in the contracts.

Name of Local Authority.	Conditions.
Councils of Urban Districts not being Boroughs—cont.	
WOMBWELL	The contractor shall pay to his workmen, whether artisans or labourers, not less than the minimum standard rate of wages paid for the time being in each branch of trade in the district in which the work, the subject of the contract, is to be done, as accepted by the various trades unions, and shall observe the recognised hours and proper conditions of labour.
WOODFORD -	The contractor shall pay to all workmen of every trade or class employed by him upon any of the works comprised in the contract the respective rates of wages which shall at the time of the execution of the contract be usually paid to workmen of that trade or class by other employers of labour in the district, and the rates of wages respectively payable under the contract shall be fixed by a schedule thereof annexed to the bills of quantities.
WOOD GREEN - -	The contractor shall pay all workmen employed by him in or about the execution of the contract or any part thereof wages at rates not less than the trade union rates, or such wages as are generally recognised as the standard in each trade in the district for competent workmen, and that the wages, hours, and conditions of employment of those workmen engaged by him who are occupied at trades in which agreements exist between the respective trade unions and associations of employers, shall be those set forth in such agreements, and the contractor shall, when submitting his tender fill in the schedule (attached to the schedule of prices) stating such rates, and for each and every breach by the contractor of the above stipulation and notwithstanding the condonation of any prior or other breach, the contractor shall on demand pay to the Council, as liquidated damages and not as a penalty, the sum of 5*l.*, or the same may be deducted by the Council from any amount due or to become due to the contractor.
WORSLEY - -	The contractors shall pay to the workmen employed by them the standard rate of wages for the time payable in respect of such or the like employment in the district; and in case there be any default on their part or on the part of any sub-contractor in this respect the contractors shall forfeit and pay to the Council the sum of 50*l.* as liquidated damages.
WROTHAM -	No conditions as to wages. The surveyor is to have free access at all times to the works, which are to be entirely under his control, and he may require the dismissal of any person from the works whom he may consider incompetent or who misconducts himself, and the contractors shall comply with such requirement forthwith.
Councils of Rural Districts.	
ASHBY DE LA ZOUCH -	The contractor shall be subject to a condition, to form part of the contract, that he will not pay to his workmen less than the minimum standard rate of wages, current in the district in which the work is done.
BAKEWELL - -	If any workman employed by the contractor is, in the opinion of the engineers or surveyor, incompetent or conducts himself improperly, the contractor may be required to discharge such workman within 24 hours, failing which the engineers may discharge and engage other workmen at the contractor's expense.
BARNET - -	The only condition is that the labour employed shall be suitable.
BRIDGWATER	No express condition as to the wages to be paid by the contractor, but a schedule day work prices is attached to bill of quantities which forms part of the contract.
BUNTINGFORD - -	No conditions as to wages to be paid by the contractor. If any workman or other person employed by the contractor in or about the execution of the works shall at any time in the opinion of the surveyor be incompetent or conduct himself improperly and the surveyor shall give notice in writing thereof to the contractor, the contractor shall within twenty-four hours from the service of such notice discharge from the works such workman or other person and in default of such discharge it shall be lawful for the surveyor to discharge such workman or other person and to hire or employ any other person in his stead at the expense of the contractor. And such expense if not previously paid shall be deducted from any payment that may then be or thereafter may become due to the contractor under the contract.

Name of Local Authority.	Conditions.
Councils of Rural Districts—cont.	
CHERTSEY - -	In a contract, dated 16 February 1905, for the reconstruction of a bridge, it was stipulated that the engineer acting on behalf of the Council should have power to dismiss any improper or incompetent foremen or workmen, and generally to enforce his orders.
CHESTERFIELD - -	The contractor shall pay such rate of wages and observe such hours of labour as are generally accepted as fair in the respective trades within the district.
COWBRIDGE - -	The contractor shall employ in and about the execution of the works only such clerks, foremen, superintendents, agents and workmen as are careful and skilled in their various trades and callings. Such persons to be paid reasonable and proper wages by the contractor. The surveyor shall be at full liberty to object to and to require the dismissal forthwith of any person employed who shall in his opinion misconduct himself or be incompetent or negligent in the performance of his duties.
DARTFORD - -	The wages of the workmen in the execution of the contract shall be those generally accepted as current in each trade for competent workmen in the district where the work is carried out.
EVESHAM -	The contractor shall pay the usual wages for similar work in the district.
FOLESHILL -	The only condition is that the men shall be experienced in their work.
FROME -	No conditions as to wages; but the surveyor may require the contractors to dismiss any person in their employ upon the works whom the surveyor may consider to be incompetent or misconduct himself, and the contractors are to forthwith comply with such requirements.
GUILDFORD	The contractors shall only employ such workmen in or about the works as are careful and skilled in their various trades and callings, and the engineer shall be at full liberty to object to or dismiss any person whom he shall consider incompetent, or who shall behave in an improper manner.
HAILSHAM	The contractor shall give all necessary personal superintendence to the execution of the works, and shall keep a proper and competent foreman constantly thereon to act as his fully authorised agent for the purposes aforesaid in his absence therefrom. The contractor shall, if and whenever the engineer shall so direct, discharge any foreman or workman, and immediately and permanently exclude him from the works and the premises connected therewith.
HATFIELD	The contract shall be determinable by the Council in the event of neglect, disobedience, misconduct, or other default in the due performance of the contract on the part of the contractor or any of the men employed by him, but without prejudice on the recovery or deduction by the Council of any penalty, forfeiture, or damage thereby, or theretofore incurred by the contractor. And further, it shall be lawful for the Council on any default and without notice to the contractor to employ or hire all necessary men, &c., and to deduct the expenses of so doing from the next payment which shall become due to the contractor.
HAY -	The usual wages paid for similar work in the district shall be paid by the contractor.
HEMSWORTH	The only condition with regard to the persons employed by the contractor is that if the workmen are incompetent or misconduct themselves the contractor is, on notice being given to him to that effect, to dismiss such workmen.
LEEDS (ROUNDHAY AND SEACROFT).	The contractor shall give all necessary personal superintendence during the progress of the works, and shall employ at his own cost and charge a competent agent or foreman constantly at the works to ensure efficient control and superintendence in his absence, who shall, on behalf of the contractor, receive and have charge of all drawings, writings, papers, specifications, notices, and other documents as may be intended for the contractor, and shall receive, execute, and obey all instructions that may be given by the engineer. The contractor shall employ such and so many men as the engineer may consider necessary to ensure the completion of the works within the time specified, and which he may by notice in writing direct to be

Name of Local Authority.	Conditions.
Councils of Rural Districts—cont.	
LEEDS (ROUNDHAY AND SEACROFT)—*cont.*	employed and provided. The contractor shall only employ in or about the execution of the works such clerks, agents, foremen, and workmen as are careful and skilled in their respective trades, and no person shall be allowed to remain upon the work or any part thereof who shall, in the opinion of the engineer, misconduct himself or be incompetent for or negligent in the due and proper performance of his duties or any of them.
LONGTOWN - -	The only conditions are that the materials and workmanship are to be the best of their respective kinds.
MALTON -	In case the surveyor shall be dissatisfied, on the ground of incompetency or misconduct, with any master, foreman, or workman who shall be employed by the contractors in the performance of the works, and shall give notice in writing to the contractors thereof, the contractors shall, within twenty-four hours next following, discharge from the works such master, foreman, or workman. And if the contractors shall neglect so to do, the surveyor may discharge such master, foreman, or workman from being employed on the works, and hire and employ any other person or persons in his or their stead, at the expense of the contractor; such expense to be deducted out of the next payment due to the contractors, if not previously paid.
NORTON (YORKS) -	In case the surveyor shall be dissatisfied, on the ground of incompetency or misconduct, with any master, foreman, or workman who shall be employed by the contractor in the performance of the works, and shall give notice in writing to the contractor thereof, the contractor shall, within twenty-four hours next following, discharge from the works such master, foreman, or workman. And if the contractor shall neglect so to do, the surveyor may discharge such master, foreman, or workman from being employed on the works, and hire and employ any other person or persons in his or their stead, at the expense of the contractor; such expense to be deducted out of the next payment due to the contractor, if not previously paid.
PONTEFRACT -	General conditions to the contracts provide for the dismissal of any incompetent workmen employed by the contractor.
ROTHERHAM - -	No conditions as to wages. If any workman or other person shall, in the opinion of the surveyor be incompetent or conduct himself improperly, and the surveyor shall give notice thereof to the contractor, the contractor shall, within 24 hours, discharge such workman or other person and in default of such discharge it shall be lawful for the surveyor to discharge such workman or other person and employ any other person in his stead at the expense of the contractor. Such expense to be deducted from any payment that may become due to the contractor.
ST. THOMAS -	No conditions as to the rate of wages to be paid by the contractor. The contractor shall employ on the works a competent foreman, skilled in each branch of the work, and such foreman shall not be changed without the written consent of the engineer. Competent workmen shall be employed, and any workman conducting himself improperly shall be removed from the work on notice being given by the engineer.
SEISDON - -	The contractor shall pay the rate of wages and observe the hours of labour recognised and agreed upon between the trades union and employers respectively in the locality, or such rate of wages and hours as are equivalent or approximate thereto.
SHEPTON MALLET	If any workman employed by the contractor is, in the opinion of the surveyor, incompetent or conducts himself improperly, the contractor shall discharge such workman.
SKIPTON - -	The workmen employed by the contractors shall be competent and conduct themselves properly.
SOUTH MIMMS - -	The only condition is that the labour employed shall be suitable.

Name of Local Authority.	Conditions.
Councils of Rural Districts—cont.	
STOCKTON - -	The contracts contain no clause as to wages to be paid by the contractor, but they contain the following clause with regard to persons employed by him :— In case the said surveyor shall be dissatisfied, on the ground of incompetency or misconduct, with any master, foreman, or workman who shall be employed by the contractor in the performance of the said works, and shall give notice in writing to the contractor thereof, the contractor shall, within 24 hours next following, discharge from the works such master, foreman, or workman. And if the contractor shall neglect so to do, the said surveyor may discharge such master, foreman, or workman from being employed on the said works, and hire and employ any other person or persons in his or their stead, at the expense of the contractor ; such expense to be deducted out of the next payment due to the contractor if not previously paid.
STROOD - - -	If any workman or other person employed by the contractor, in or about the execution of the works, shall at any time, in the opinion of the surveyor, be incompetent or conduct himself improperly, and the surveyor shall give notice in writing thereof to the contractor, the contractor shall, within 24 hours from the service of such notice, discharge from the works such workman or other person, and in default of such discharge, it shall be lawful for the surveyor to discharge such workman or other person, and to hire or employ any other person in his stead at the expense of the contractor ; and such expense if not previously paid shall be deducted from the next payment that may become due to the contractor under the contract.
TAVISTOCK - -	No conditions as to wages, but the Council reserve to themselves power to discharge incompetent workmen, or those who misconduct themselves.
UXBRIDGE - -	No condition as to the wages to be paid by the contractor. A condition is usually inserted to the effect that the engineer or surveyor, as the case may be, may require the contractor to dismiss any person in his employ who may, in the opinion of the engineer, surveyor, or clerk of the works be incompetent or misconduct himself.
WEST WARD	If any workman or other person employed by the contractor in or about the execution of the works shall at any time, in the opinion of the surveyor, be incompetent or conduct himself improperly and the surveyor shall give notice in writing thereof to the contractor, the contractor shall, within 24 hours from the service of such notice, discharge from the works such workman or other person, and in default of such discharge it shall be lawful for the surveyor to discharge such workman or other person, and to hire or employ any other person in his stead at the expense of the contractor. And such expense, if not previously paid, shall be deducted from the next payment that may become due to the contractor under the contract.
WYCOMBE - -	Any workman who is incompetent or who shall conduct himself improperly may be discharged by the surveyor, and some other workman be employed by the surveyor at the contractor's expense.
YARDLEY - -	The contractor shall pay his workmen not less than the minimum standard rate of wages in the district for each class of labour respectively, and shall observe the recognised hours and conditions of labour generally, and shall forfeit to the District Council the sum of 1*l.* for each infringement of this condition, and a further sum of 1*l.* for each day such infringement continues after his attention has been called to it.
Boards of Guardians.	
ALCESTER - -	The contractor shall pay not less than the minimum recognised standard rate of wages payable in the district.
ASHTON-UNDER-LYNE -	The contractor shall pay his workmen not less than the minimum standard rate of wages of his district for each class of labour respectively, and shall observe the organised hours and conditions of labour generally.

Name of Local Authority.	Conditions.
Boards of Guardians —cont.	
ASTON - - -	The contractor shall, during the continuance of the contract, pay or cause to be paid to all workmen engaged upon the works not less than the recognised standard rate of wages current in the district in which such works are to be carried out, and if it shall be proved to the satisfaction of the Guardians that the contractor or any sub-contractor has paid less than the recognised standard rate of wages as aforesaid, the contractor shall pay to the Guardians as and for liquidated damages a sum of 10*l.* for each and every case in which such under-payment shall be so proven, and the Guardians may deduct any such sum or sums from any moneys due or to become due to the contractor under the contract.
BAKEWELL - -	If any workman employed by a contractor is, in the opinion of the engineers or surveyors, incompetent or conducts himself improperly, the contractor may be required to discharge such workman within twenty-four hours, failing which, the engineers may discharge and engage other workmen at the contractor's expense.
BARNET - -	No conditions except that the labour employed shall be suitable.
BARROW-IN-FURNESS -	No conditions as to wages, but the surveyor of the Guardians is empowered to require the discharge of workmen disapproved of.
BEDWELLTY - -	In case the surveyors of the Guardians shall be dissatisfied with any master, foreman or workman who shall be employed by the contractor in the performance of the works, and shall give notice in writing to him thereof, the contractor shall within 48 hours discharge from the works such master, foreman or workman. And if the contractor shall neglect so to do, it shall be lawful for the surveyors to discharge such master, foreman or workman, and to employ any other person in his stead at the expense of the contractor.
BERMONDSEY - -	The contractor undertakes to pay all workmen employed by him in the performance of the contract such rates of wages and to observe such hours of labour as at the date of the contract are recognised as fair by the several trade unions of the district where the work is to be done.
BIRKENHEAD -	The contractor, in carrying out the contract, shall pay the rate of wages and observe the hours of labour recognised and agreed upon between the trades unions and the employers in the locality in which the work for carrying out the contract is to be performed, and that the contractor shall not transfer, assign, or underlet, directly or indirectly, the contract, or any part, share, or interest therein without the written consent of the Guardians under the hand of the clerk, and in case such consent is given the person or firm to whom the contract is transferred, assigned, or underlet, shall enter into a similar undertaking before such transfer, assignment, or underletting is made.
BIRMINGHAM	The contractor and any sub-contractor he may employ under the contract shall pay the standard rate of wages in force in the parish in all trades.
BLACKBURN -	The contractor shall pay all workmen employed by him upon the work comprised in the contract the standard rate of wages current for the time being in their several trades.
BRADFORD (YORKS) -	The contracts contain the following clauses:— The contractor hereby gives an assurance that during the three months immediately preceding the date of his tender for this contract he has paid the whole of his workmen not less than the standard rate of wages hereinafter defined, and he undertakes that he will continue to pay that rate of wages to all his workmen employed thereon during the existence of the present contract; such standard rate of wages to be deemed to be the rate mutually agreed upon by the masters' association and the trade unions respectively concerned, or in case there should at any relevant time be no such rate as aforesaid, then such rate of wages to be deemed to be that last mutually agreed upon by the masters' association and the trade unions respectively concerned. Provided that in the case of engineers, founders, and metal workers the rate of wages and conditions of employment last agreed upon as between the Federated Engineering Employers and the allied trade unions shall be observed. And in the event of his assurance aforesaid being false in any particular,

Name of Local Authority.	Conditions.
Boards of Guardians —cont.	
BRADFORD (YORKS)—*cont.*	or in the event of the contractor committing any breach of his undertaking aforesaid, the Guardians may, if they think fit, after giving him notice in writing of their intention so to do, forthwith enter upon and take possession of the works and site and of all such materials and plant upon the site or on any ground contiguous thereto intended to be used for the works, and all such materials thereafter used in or about the completion of the said works shall become the property of the Guardians absolutely, and the Guardians shall retain and hold all such plant until the work shall have been completed under the powers hereinafter conferred upon them. And if the Guardians shall exercise the above power they may complete the contract themselves by direct labour or engage any other person to complete the contract, and may exclude the contractor, his agents, and servants from entry upon or having access to the works, the Guardians or such other person, as the case may be, using for that purpose the plant and materials above mentioned in so far as they are suitable and adapted to such use. . . . . For the purpose of ascertaining whether the contractor is or has been paying the standard rate of wages, the contractor shall whenever called upon by the clerk to the Guardians submit his wage-books to such accountant as the clerk shall direct for examination at such time or times as the clerk may think fit. Provided always that if the completion of the said works shall be interrupted . . . . . by a strike or lock-out of the workmen in any particular trade employed thereon by the contractor, not being a strike or lock-out due directly or indirectly to the contractor neglecting or refusing to pay the standard rate of wages as defined in the foregoing clause, ... the period (or any portion thereof as the architect in his discretion may think reasonable and proper) during which the work shall be interrupted by such . . . . . strike [or] lock-out, ... according to the certificate of the architect, shall not be reckoned within the time allowed for completion.
BRENTFORD - -	The contractors shall pay not less than the recognised minimum standard rate of wages payable in the district.
BRIDGEND AND COWBRIDGE.	The contractor shall pay to his workmen not less than the trades union rate of wages.
BRIGHTON - -	In a contract dated 10th August 1904, in regard to the "exterior painting" of the workhouse, it was stipulated that the contractor should employ skilled labour and pay the current rate of wage as generally adopted in the town, viz., 6½*d.* per hour. In a contract dated 14th March 1905, for works, materials, and general repairs required during the year, it was stipulated that all labour should be charged at *net* prices as quoted in the schedule attached to the contract.
BRISTOL - - -	The contractor shall pay to all persons employed by him in the execution of any works under the contract the recognised rate of wages of the particular trade current at the time in Bristol, and shall observe all the other conditions of labour recognised in the respective trades in Bristol.
BURY - - -	The contractors are required to pay their workpeople the regular standard rate of wages and to observe the recognised hours and conditions of labour prevailing in the district, and to provide that, if any portion of their contract be sublet, the sub-contractor shall comply with the same conditions.
CAISTOR - - -	The contracts include a schedule of wages to be paid by the contractor.
CAMBERWELL -	A schedule is included in the contracts setting forth the minimum rate of wages to be paid by the contractor to the different classes of workmen for ordinary time and for overtime, and also the maximum hours of labour to be worked per week.
CARDIFF - -	The rates of wages to be paid and the hours of labour, as well as the rules imposed upon the artificers, workmen, and others who shall be engaged or employed in carrying out the contract, shall be such as are recognised by the respective trades unions and the employers in the town and district where such contract is to be executed.

Name of Local Authority.	Conditions.
Boards of Guardians —cont.	
CHELSEA - - -	The contractor shall at all times during the continuance of the contract abide by, perform, observe, fulfil, and keep all and singular the stipulations following, that is to say :— (1) The contractor shall pay all workmen, except a reasonable number of his legally bound apprentices, employed by him in and about the execution of the contract, or any part thereof, wages and wages for overtime respectively at rates not less than those at the date of tender recognised by the association of employers and trades unions and in practice obtained in the districts in which the work is to be done, and for each and every breach by the contractor of this stipulation, and notwithstanding the condonation of any prior or other breach, the contractor shall on demand pay to the Guardians as liquidated damages, and not as a penalty, the sum of 5*l.* (2) The contractor shall observe and cause to be observed by all such workmen hours of labour not greater than those at the date of the tender recognised by associations of employers and trades unions and in practice obtained in the districts in which the work is to be done, and for each and every breach by the contractor of this stipulation, and notwithstanding the condonation of any prior or other breach, the contractor shall on demand pay to the Guardians as liquidated damages, and not as a penalty, for each day on which such breach shall be committed, and for each workman in respect of whom it shall be committed, the sum of 5*s.* per hour for every hour during which on each day each such workman shall be employed by the contractor beyond the maximum number of hours as are above stated to be observed; provided that this stipulation shall not be construed to prohibit overtime, if such overtime be in accordance with the rules of the trades unions concerned. (3) The contractor shall at all times during the continuance of the contract display and keep displayed upon the site of the works, and in every factory, workshop, or place occupied or used by the contractor in or about the execution of the contract, in a position in which the same may be easily read by all workmen employed by the contractor in or about the execution of the contract, a clearly printed or written copy of the said rates of wages and hours of labour recognised at the date of the tender by associations of employers and trades unions as aforesaid. (4) The contractor shall at any time and from time to time during the continuance of the contract, whenever called upon so to do by the clerk for the time being of the Guardians, produce to such officer or officers of the Guardians as the clerk may direct the time and wages books and sheets of the contractor, in order to show to the satisfaction of such officer or officers whether or not these stipulations have been and are being complied with. (5) Should any workman in the employment of the contractor be not paid the schedule rate of wages, the Guardians may pay to any workman or workmen who may have been underpaid the difference between the amount of wages which he may have been paid by the contractor and the amount which he would have been paid if the stipulations as to wages had been observed, and may deduct from any moneys due or to become due under the contract the amount of the said difference so paid to such workman or workmen.
CHELTENHAM -	The contractor, and every sub-contractor under him, shall in the execution of the works pay to each of the workmen employed by him therein the standard rate of wages for the time being payable in respect of such like employment within the town or other place, and in case there be any default on the part of the contractor or any sub-contractor in this respect, the contractor shall forfeit and pay to the Guardians the sum of 5*l.* as liquidated damages for such default, and after notice from the Guardians of any repeated like default, a further sum of 5*l.* for every repetition of such default.
CHIPPING NORTON -	No conditions as to wages. The contractor is required, on receiving notice in writing from the Guardians or the architects requiring him so to do, discharge from the works any workman or labourer on the ground of bad workmanship, general misconduct, or reasonable suspicion thereof, and shall forfeit and pay unto the Guardians by way of deduction from any money which may then or thereafter be

Name of Local Authority.	Conditions.
Boards of Guardians —cont.	
CHIPPING NORTON—*cont.*	due to the contractor in respect of the works the sum of 10*s.* for every day after the receipt of such notice during which such workman or labourer may continue to be employed by the contractor upon the works.
CHORLTON - -	The contractor shall observe such hours of labour, and shall pay the workmen engaged by him in carrying out the works such rates of wages, as are generally accepted as fair in their respective trades. And the contractor shall, when required by the architect, produce such evidence and proof as shall satisfy the architect that such rates of wages are being paid.
COVENTRY - -	The contractors shall pay the rate of wages and observe the hours of labour recognised and agreed upon between the trades unions and employers respectively in the locality in which the work for carrying out the contract is to be performed, or such rate of wages and hours as are equivalent or approximate thereto.
DARLINGTON -	The contractor is to pay the standard rate of wages and to observe the usual conditions relating to the trade in the district.
DARTFORD -	In a contract for the execution of works, dated 3rd September 1903, no reference was made as to the payment of wages to workmen. A condition was, however, inserted in the contract compelling the contractor, at a day's notice from the Guardians' architect, to discharge any workman who might conduct himself improperly or be incompetent, and such person was not to be re-employed without permission in writing from the architect. In the event of the refusal by or delay on the part of the contractor to appoint successors to those discharged, or to keep a sufficient number of workmen on the job, according to the opinion of the architect, the latter was at liberty to appoint such persons as he might consider proper.
DEVONPORT - -	The contractor shall pay to his workmen the standard rate of wages.
DEWSBURY	During the continuance of the contract the contractor shall pay his workmen not less than the minimum standard rate of wages in the district, and shall also observe the recognised hours and conditions of labour.
DUDLEY - -	The contractors undertake to pay the local standard rate of wages to all workmen employed in and about the execution of the works, and to comply with the working rules of the district.
EAST STONEHOUSE	The rate of wages prevailing in the district shall be paid by the contractor to artisans of the various classes employed on the works.
EDMONTON - -	No condition as to wages. Competent workmen are to be employed.
EPPING - - -	The contractors shall, on the request of the architect, immediately dismiss from the works any person employed thereon by them who may, in the opinion of the architect, be incompetent or misconduct himself, and such persons shall not be again employed on the works without the permission of the architect.
EXETER - -	The contractor undertakes to pay his workmen the rate of wages and to observe the hours of labour recognised and agreed upon between the trades unions, where such exist, and the employers.
FROME - - -	The contractor shall provide and keep on the premises where the works are to be carried on a good and efficient general foreman. The architect shall have full power to dismiss any foreman and also any workman for incompetency or misconduct. The contractor is to hold the Guardians harmless from all damages by reason of any accident to life or limb of any person or persons by reason of the works.
FULHAM - -	*Building Contracts.*—The contractor shall undertake to pay not less than the minimum rates of wages, and also observe all the conditions as to hours of labour, &c., as agreed upon between the Central Association of Master Builders of London and the representatives of the workmen.

Name of Local Authority.	Conditions.
Boards of Guardians —cont.	
FULHAM—*cont.*	*Annual Contracts for Supplies.*—The contractor shall pay the recognised trade union rate of wages to his employees, or, in the case of an industry with which no trade union is connected, he shall pay the current rate of wages in the district where the work is executed. The contractor shall not sublet any part of the contract to any person not complying with the foregoing conditions.
FYLDE - - -	The contractor shall adhere to the standard rate of wages, working hours, customs, and conditions agreed to by the employers and the trade societies of the district.
GATESHEAD - -	The wages paid in the execution of the contract shall be those generally accepted as current in each trade for competent workmen in the district where the work is carried out.
GREAT YARMOUTH -	The contractors agree to pay their workmen the current rate of wages.
GREENWICH - -	The contractor shall pay the trades union rates of wages and observe the hours of labour recognised in the district.
GUILDFORD - -	No conditions as to wages; but materials and workmanship to be of the best of their respective kinds, and workmen to be competent; otherwise architect has power to discharge them.
HACKNEY	The following provisions (extracted from the Guardians' standing orders) are included in all the Guardians' contracts. (*a*) In inviting tenders for work to be executed for the Board, the advertisements and instructions for tender shall state that, in the case of all workmen to be employed by the contractor, he will be required to pay wages at rates not less, and to observe hours of labour not greater, than the rates of wages and hours of labour recognised and in practice obtained by the various trade unions in London, Brentwood, or Ongar, as the case may be. (*b*) There shall be inserted in every contract a clause prohibiting the contractor from entering into any sub-contract without the consent of the Board, and, in granting such consent, the Board shall require the contractor to enter into an agreement which shall secure the observance of the following conditions, viz.:— That . . . . there shall be inserted in the sub-contract a covenant by the sub-contractor that he will pay all workmen employed by him in or about the execution of such sub-contract rates of wages not less, and observe and cause to be observed by such workmen hours of labour not more, than the rates of wages and hours of labour recognised and in practice obtained by the various trade unions in London, Brentwood, or Ongar, as the case may be. (*c*) That the following clauses be inserted in every building contract:— (1) For each breach of the stipulation regarding wages, and for each workman in respect of whom it shall be committed, the contractor shall, on demand, pay to the Board as liquidated damages, and not as a penalty, the sum of 5*l*. (2) For each breach of the stipulation regarding hours of labour, and for each workman in respect to whom it shall be committed, 5*s*. per hour as liquidated damages, and not as a penalty, for every hour during which on each day such workman shall be employed by the contractor beyond the maximum number of hours of labour recognised and in practice obtained by the various trade unions in London, Brentwood, or Ongar, as the case may be; provided that this stipulation shall not be construed to prohibit overtime, if such overtime be in accordance with the rules of the trade unions concerned. (3) For each breach of the stipulation regarding sub-contracting, the contractor shall, on demand, pay to the board as liquidated damages, and not as a penalty, the sum of 200*l*.
HAILSHAM - -	The architects may require the contractor to dismiss any foreman or workman for incompetence or misconduct and thereupon the contractor is to do so, and he is not to employ him again on the works without the permission of the architect.

Name of Local Authority.	Conditions.
Boards of Guardians —cont.	
HARTLEPOOL -	The contractor shall pay such rates of wages to the workmen employed on the works and observe such hours of labour as are generally accepted as fair in the various trades in the Hartlepools.
HASTINGS -	In a recent contract it was stipulated that the contractor was to pay his men the current rate of wages, viz. :—not less than 6½*d.* per hour, and the architect was empowered to examine contractors' pay sheets.
HEMSWORTH	The only condition with regard to the persons employed by the contractor is that if the workmen are incompetent or misconduct themselves the contractor is, on notice being given to him to that effect, to dismiss such workmen.
HOLBORN -	The contractor must undertake to pay not less than the minimum rates of wages and also observe all the conditions as to hours of labour, &c. as agreed upon between the Central Association of Master Builders of London and the representatives of the workmen.
HUDDERSFIELD - -	No conditions except that the architect is to have power to dismiss the foreman or any workman whom he may deem to be incompetent.
HUNSLET -	The contractor shall pay the standard rate of wages and observe the conditions of labour applicable to the trade and in force in the district.
IPSWICH - -	The contractors shall observe such hours of labour and shall pay the workmen engaged by them in carrying out the work such rates of wages as are recognised by the trades unions concerned as fair in the respective trades. If the contractors fail in this respect the Guardians shall immediately become empowered to determine the contract and the contractors shall thereupon forfeit all rights, interests, and payments thereunder, but the Guardians may recover from them the amount of any loss or damage sustained by them in consequence of such determination of the contract. The contractors shall, when required by the architects, produce such evidence and proof as will satisfy the architects that the rates of wages referred to are being paid.
ISLINGTON - -	A declaration in the following form is signed by the contractors :— I (or we) of do hereby declare that I (or we) do and will during the continuance of my (or our) contract for the continue to pay the trades union rate of wages as agreed to by the employers' associations and trades unions and as in practice obtain, or where there is no employers' association or trades union, such rate of wages as shall prevail in the particular trade; and I (or we) also undertake to observe the conditions and hours of labour prevalent among the several classes of labour employed by me (or us) and I (or we) further agree not to sub-let nor assign over my (or our) contract nor any part thereof, without the written consent of the guardians previously obtained.
KING'S LYNN -	No conditions except that the work shall be done in a proper and workmanlike manner.
KING'S NORTON -	The contractor shall undertake that neither he nor any sub-contractor will pay less than the minimum standard rate of wages current in the district in which the work is executed.
KINGSTON (SURREY) -	The contractor shall pay the fair rate of wages current in the district and for this purpose the definition of a fair rate of wages shall mean trade union rate. The contractor shall on receiving notice from the architect requiring him so to do, discharge from the works any workman or labourer on the ground of bad workmanship, general misconduct, or reasonable suspicion thereof, and shall forfeit and pay unto the Guardians by way of deduction from any money which may then or thereafter be due to the contractor in respect of the works, after the receipt of such notice, a specified amount in respect of the time during which such workman or labourer may continue to be employed by the contractor upon the works.
LAMBETH - -	The contractors shall pay not less than the minimum standard rate of wages in each branch of trade, and shall make a statutory declaration to that effect if called upon by the Guardians to do so.

Name of Local Authority.	Conditions.
Boards of Guardians —cont.	
LEICESTER - -	The contractor shall pay not less than the current local standard rate of wages to all the workmen employed by him in the execution of the contract, and if the contractor is permitted to sub-let any portion of his contract, he shall impose this condition on, and enforce its observance by, his sub-contractors. If the contractor or any sub-contractor shall be proved to the satisfaction of the Guardians or a committee thereof to have made to any workman employed in the completion or maintenance of the works any payment at less than the current local standard rate of wages, the contractor shall pay to the Guardians a sum of 10*l.* as and for liquidated damages for each and every such payment.
LIVERPOOL - -	It is understood and agreed by and between the parties to the contract that in carrying out the same the contractors undertake to pay the rate of wages and observe the hours of labour recognised and agreed upon between the trades unions and the employers in Liverpool and the district, and further undertake that neither directly nor indirectly will they transfer, assign, or sublet the contract or any portion thereof without the written consent of the Select Vestry given under the hand of the vestry clerk.
LLANELLY - - -	The contractor is required to pay such rate of wages and observe such hours of labour as are generally accepted as fair in the trade in the district.
LONG ASHTON - -	In all contracts which the Guardians enter into for the supply of goods to the workhouse, the following clause is inserted :—"The contractor shall pay his workmen the rate of wages generally accepted as current for a competent workman in his trade."
MAIDSTONE - -	The contractor shall pay to the workmen the rate of wages recognised in the district.
MEDWAY - -	The contractor shall observe the recognised customs and conditions in the district respecting the standard rate of wages and working hours.
MERTHYR TYDFIL -	The contractor shall pay the trades union rate of wages.
MIDDLESBROUGH -	The contractors are required to pay all workmen employed, whether artisans or labourers, the recognised standard rate of wages in the district in their respective trades.
MILE END OLD TOWN	The contractor is required at all times during the existence of the contract to pay trade union rates of wages as agreed to by the employers' association and trade unions, and as in practice obtain, and if, and whenever, the contractor fails to perform the obligation imposed upon him by this clause, he must, on demand, pay to the Guardians in respect of every workman paid at a lower rate than the union rate for the time being, a sum of 1*l.* for every week during such default as ascertained, and liquidated damages, or the Guardians may at their option by notice under the hand of their clerk or other duly authorised officer determine the contract forthwith.
NEWCASTLE-UPON-TYNE.	The contractor shall pay all persons employed by him in carrying out the works wages not lower than the Newcastle and District trades union rates of wages during the period of the execution of the works, and shall observe the hours of labour usual in that district, and he shall not assign or underlet or make a sub-contract of any of the works without binding such person or persons to observe similar rates of wages and hours of labour.
NEWPORT (MON.)	The contracts include the following clause :— The contractor shall and will pay to all persons employed by him in carrying out this contract the trades union rate of wages current in such persons' trade, and observe the recognised hours of labour prevailing in the district, and will, if required, give satisfactory evidence to the Guardians that he pays such wages, and the contractor shall also require any person with whom he may sub-contract for the execution of any part of this contract to agree to carry out the conditions of this clause, and shall also post up a copy of this clause in the place or places where this contract or any part thereof is being carried out, and the contractor shall pay to the Guardians a sum of 5*l.* as liquidated and ascertained damages for every breach of the provisions of this clause.

Name of Local Authority.	Conditions.
Boards of Guardians —cont.	
NORTHAMPTON -	The contractor is required to pay all workmen engaged by the contractor or sub-contractors trades union rate of wages, and observe trades union hours of labour.
NORWICH -	The contractors shall in connection with the carrying out of the works pay to all the workmen employed by them in such undertaking, reasonable, fair and proper wages as the same are understood in the trade; employ competent and capable men in carrying out the works; and observe the hours recognised in each particular trade.
NOTTINGHAM - -	The contractor, and every sub-contractor, shall pay the local standard rate of wages to all workmen in his, or their, employment and conform to the working rules of the Nottingham district applicable to the trade.
PADDINGTON -	In a contract for the execution of works, dated 10th February 1904, the following condition was specified:— Trade union rate of wages and hours in force at the date of the contract or in cases where there are no agreed trades union rates and hours then the usual and fair rate of wages must be observed by the contractor or in default he shall pay the sum of 5*l.* per cent. on the value of the particular work involved which may be deducted from any sum due or to accrue due in respect of the contract to be entered into.
POPLAR - -	The contractor shall pay to every mechanic, artisan, craftsman and labourer, employed by him in the performance of the contract, wages at the rate not less than the minimum standard rate of wages in force in the district in which the work is done in the several trades at the date of his tender, and in case of any breach of this condition, shall pay to the Guardians by way of liquidated damages the sum of five shillings per man affected for each day or part of a day during which the breach of this condition is in force, and such sum may be deducted by the Guardians from any moneys that may become payable to the contractor or may be recovered by action. The contractor shall with respect to each class of labour employed in the performance of the contract, observe the recognised hours of labour usual in the district in which the work is done in respect of that class, and in case of any breach of this condition the contractor shall pay to the Guardians by way of liquidated damages the sum of five shillings per man affected for each day or part of a day during which the breach of this condition is in force, and such sum may be deducted by the Guardians from any moneys that may become payable to the contractor under the contract, or may be recovered by action.
PORTSMOUTH -	The contractor shall pay his workmen (other than apprentices) not less than the minimum standard rate of wages for each class of labour respectively, and shall observe the recognised hours and conditions of labour of the district, and for each infringement of this condition he shall forfeit the sum of 1*l.*, and a further sum of 1*l.* for each day such infringement continues after his attention has been called to it in writing by the clerk to the Guardians; and further, that in case he should continue such infringement after such notice, he shall be ineligible to tender upon any other occasions. The terms standard rate of wages, recognised hours, and conditions of labour, shall at any time be taken to mean the rate of wages, hours, and conditions of labour last agreed upon by the master builders' association and the trades union before that time. The Guardians may upon the application of the contractor waive this stipulation with reference to his proposed employment of any workmen, who, by injury received on any work performed for the Guardians in the service of his employer is not able-bodied in his trade.
READING -	The contractor shall observe the hours of labour and pay the rates of wages recognised in the several trades as the standard of the district.
ROCHDALE - -	No conditions as regards wages. Architects empowered to require the contractor to dismiss any person in the contractor's employment found incompetent.
ROTHERHAM -	Men employed by the contractor shall be paid the trade union rate of wages.

Name of Local Authority.	Conditions.
Boards of Guardians —cont.	
St. George-in-the East.	Trades union rate of wages shall be paid.
St. Marylebone -	The contractor must pay the full rate of wages severally in every trade and produce the weekly wages sheet.
St. Pancras - -	The contractor shall pay all workmen employed by him in connection with the contract the trades union rate of wages, and observe their hours of labour.
Salford - -	The contractor must pay to all men engaged upon the works the standard rate of wages.
Sculcoates - -	The contractor shall pay his workmen not less than the minimum standard rate of wages in the district for each class of labour respectively, and shall observe the recognised hours and conditions of labour generally, and shall forfeit the sum of 1*l.* for each infringement of this condition, and a further sum of 1*l.* for each day such infringement continues after his attention has been called to it.
Sheffield -	In all contracts entered into with the Guardians the contractors covenant to pay to their workpeople, artisans, or others, who are ordinarily able-bodied, not less than the minimum rate of wages recognised by the organised trades in Sheffield and district, and also observe the usual hours and proper conditions of labour. Failing to observe the conditions of the contract, and, unless it is proved to the Guardians that the employée is receiving less wages in consequence of infirmity from age, or other cause, the contractor shall forfeit such a sum as the committee under whom the contract has to be performed may have fixed and determined to be paid by the contractor as liquidated damages on breach or non-observance of these conditions.
Shepton Mallet -	If any workman employed by the contractor is, in the opinion of the architect, incompetent, or conducts himself improperly, the contractor shall discharge such workman.
Shoreditch - -	The contractor shall pay trades union rate of wages and observe the hours in force at the date of the contract, or in cases where there are no agreed trades union rates and hours, then the usual and fair rate of wages must be observed by him, or, in default, he shall pay the sum of 5*l.* per cent. on the value of the particular work involved, which may be deducted from any sum due or to accrue due to the contractor in respect of the contract to be entered into.
Skipton - - -	The workmen employed by the contractor shall be competent, and conduct themselves properly.
Southampton - -	The contractor shall pay the workmen employed by him not less than the minimum local standard rate of wages as settled from time to time between the masters' association and trades unions respectively, in each branch of the trade at the date of the contract.
South Shields -	The contractor shall pay his workmen not less than the minimum standard rate of wages, and shall observe the recognised hours of employment in the district for each class of labour respectively, and no contractor shall be allowed to sublet the works to another contractor in the same line of business without the consent of the Guardians, and in default thereof the contractor will be liable to a penalty of 10*l.* to be recoverable by the Guardians as liquidated and ascertained damages for every separate breach of these conditions.
South Stoneham -	A contractor was required to employ, as far as possible, workmen who reside within the limits of the union.*
Southwark	The contractor declares that he pays the trade union rate of wages and observes the hours of labour recognised in the several trades in the London district.

* The contract appears to have related to special work undertaken to assist unemployed in the union.

Name of Local Authority.	Conditions.
Boards of Guardians —cont.	
STEPNEY - - -	The contractor is required to observe the following stipulations, that is to say;—(*a*) the contractor shall pay all workmen (except a reasonable number of his legally bound apprentices) employed by him in and about the execution of the contract or any part thereof, wages, and wages for overtime respectively at rates not less than the trade union rates recognised in the district in which the work is done, and for each breach of this stipulation, and notwithstanding the condonation of any other breach, the contractor shall on demand pay to the Guardians as liquidated damages a sum of 5*l*. (*b*) The contractor shall observe and cause to be observed hours of labour not greater than the hours recognised by the trades unions and employers in the several districts in which any part of the contract is executed, and for each breach of this stipulation, and notwithstanding the condonation of any other breach, the contractor shall on demand pay to the Guardians as liquidated damages a sum of 5*s*. per hour per man for every hour during which any workman or workmen shall be employed beyond the said recognised hours. (*c*) The contractor shall when called upon produce to the Guardians or their representatives his time and wages books and sheets, in order to show to their satisfaction whether or not the stipulations contained in this clause have been and are being complied with. (*d*) The contractor shall, on the request of the architect, immediately dismiss from the works any person employed thereon by him who may, in the opinion of the architect, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the architect, and if the contractor shall neglect to do so it shall be lawful for the architect to dismiss such person and to hire and employ any other person in his stead at the expense of the contractor, such expense, if not previously paid by the contractor, to be deducted out of the next payment due to him.
STOCKPORT - -	The contractor shall pay the trades union rate of wages and observe the trades union number of hours as are usually paid and observed in the district.
SUNDERLAND -	If the architects shall at any time consider the number of workmen employed by the contractor insufficient or shall consider any workman unfit or not duly qualified for his work, the contractor shall immediately upon being requested by him so to do provide such additional or fit and duly qualified workmen as the architects shall require, and the architects shall be the sole judges as to the sufficiency of the number of workmen or the fitness of such workmen.
SWANSEA -	The contractor is required to pay the whole of his workpeople not less than the standard rate of wages of the district of each branch of trade where the work is performed, and observe the recognised hours and conditions of labour, as set forth in the printed rules of each respective trade, and mutually agreed upon between masters and men.
SWINDON and HIGHWORTH.	The contractor shall pay the men employed by him not less than the minimum standard rate of wages of the district.
TAMWORTH - -	All contractors in the building and other trades shall pay the standard rate of wages current in the district.
TETBURY -	The architect or his agent is at liberty by writing, to require the contractor to dismiss any workman whom he shall consider not sober or incompetent or misconducting himself, and upon such requisition being made without assignment of cause being necessary, the contractor is thereupon so to do.
TODMORDEN - -	The contractor shall observe the recognised customs and conditions as to rates of wages and working hours which prevail in his particular trade, and shall not sub-let any portion of the contract without the written consent of the Guardians, and in all such cases of sub-letting the contractor under the Guardians shall be responsible for the fulfilment of the conditions contained in this clause as to rates of wages and working hours.
WANDSWORTH -	The contractor shall not assign or underlet the contract, or make a sub-contract with any person or persons whomsoever, for the execution of any part of the works, and if he shall commit any breach of this condition, he shall forfeit for each offence a specified amount, which

Name of Local Authority.	Conditions.
Boards of Guardians —cont.	
WANDSWORTH—*cont.*	shall be deemed liquidated and ascertained damages, and may be recovered by law, or deducted by the Guardians from any sum or sums payable to the contractor under the contract, or the Guardians may, at their option, determine the contract forthwith. The contractor shall pay to every workman employed by him in any manner in relation to the works agreed to be executed under the contract, the full trade union rate of wages during the time such workman is engaged or employed in such works, according to the scale prescribed for the time being by the trade union of which such workman is a member; or if he be not a member of any trade union by the trade union then existing in connection with the trade, or branch of trade, in which such workman is employed; and if and whenever the contractor shall fail to perform the obligations imposed upon him, he shall, on demand, pay to the Guardians in respect of every workman paid at a rate lower than the trade union rate for the time being a sum of two pounds for every week during such default as ascertained and liquidated damages, or the Guardians may, at their option, by notice under the hand of their clerk, or the person for the time acting as such, determine the contract forthwith.
WELLINGBOROUGH -	The contractor shall pay to all men employed upon the works the rate of wages agreed upon between the builders' and trades union association.
WELLINGTON (SALOP) -	The contractors shall pay to the workmen (other than apprentices) employed by them in the work such wages as shall be in force in the district under the rules of the Trades Union Society.
WEST BROMWICH -	The contractor shall, during the continuance of the contract, pay or cause to be paid to all workmen engaged upon the works not less than the recognised standard rate of wages current in the district or districts where such work shall be carried out.
WEST DERBY -	The contractor, in carrying out the contract, shall pay the rate of wages and observe the hours of labour recognised and agreed upon between the trades union and the employers in the locality for which the work for carrying out the contract is to be performed.
WEST HAM -	The contractor shall pay to the workmen employed by him such rate of wages as are paid to the members of the trades unions respectively under the rules in force at the date of the contract. If the contractor shall pay any such workman as aforesaid at a lower rate of wages than is here stipulated, then, and in every such case, he shall pay to the Guardians the sum of 100*l.* as liquidated and ascertained damages.
WHITECHAPEL -	That all men employed in carrying out the contract directly or indirectly by the contractors shall be paid the recognised rate of wages current in the district in the various trades, and accepted generally by the representative bodies of employers and employed.
WILLESDEN - -	The contractor is to employ skilled workmen in their respective trades, that is to say, all the slaters' work is to be done by slaters and not bricklayers, plumbers' work by plumbers and not by painters, plasterers' work by plasterers and not by bricklayers, and so forth, and the contractor is not to employ boys and labourers in the place of skilled workmen. The contractor must undertake to pay not less than the minimum rates of wages and also observe all the conditions as to hours of labour, &c., as agreed upon between the Central Association of Master Builders of London and the representatives of the workmen.
WOLSTANTON AND BURSLEM.	The contractor must pay his workmen not less than the standard rate of wages and conform to the recognised trade rules current in the district, and whenever possible preference is to be given to workmen residing in the union.
WOLVERHAMPTON -	The following resolution was passed by the Guardians on the 31st May 1895, and in all contracts for work entered into by the Guardians, a clause is inserted to give effect thereto:— That after the passing of this resolution any person or firm entering into contract or contracts with the Guardians of the Poor of the Wolverhampton union shall pay not less than the standard rate

Name of Local Authority.	Conditions.
Boards of Guardians —cont.	
WOLVERHAMPTON—*cont.*	of wages for not more than the recognised hours of labour of the place in which such work is executed. That no such person or firm so contracting shall be permitted to sub-contract all or any portion of the work unless the particulars of such sub-contract are furnished to the said Guardians and their consent duly obtained. On failure or neglect on the part of any contractor to comply with the above conditions, the Guardians have power to rescind the contract, and thereupon all moneys due to the contractor or such part thereof as the Guardians think fit shall be forfeited and not be recoverable by the contractor.
WOOLWICH -	A contractor agrees to pay to his men the full union rate of wages as defined by the trades union for the district and to produce his pay sheets, books and vouchers when required, to show that this regulation of the Guardians is being complied with.
WYCOMBE -	A contract entered into by the Guardians provided for a competent general foreman being kept on the works. The contractor was required at the request of the architect to dismiss any incompetent workman or one who misconducts himself.
YEOVIL - -	If the surveyor shall be dissatisfied with any master, foreman, or workman, who shall be employed by the contractor in the performance of the works, and shall give notice in writing to him thereof, the contractor shall, within forty-eight hours next following, discharge from the works such master, foreman or workman: and if the contractor shall neglect so to do, it shall be lawful for the surveyor to discharge such master, foremen, or workman, and to hire and employ any other person in his stead at the expense of the contractor; such expense, if not previously paid by the contractor, to be deducted out of the next payment due to him.
YORK - - -	No work shall be underlet, or let as task work by any of the contractors, except the permission of the architects in writing shall have been previously obtained, naming the party to whom any part of the work may be underlet. The contractors for the various departments shall in all cases adhere to the trades union hours of labour, and pay or cause to be paid the rate of wages as recognised by the said union.

ENGLAND AND WALES.

PART II.

LOCAL AUTHORITIES WHOSE CONTRACTS FOR THE EXECUTION OF WORKS DO NOT SPECIFY CONDITIONS AS TO THE WAGES TO BE PAID BY THE CONTRACTOR, OR OTHER CONDITIONS WITH REGARD TO THE PERSONS EMPLOYED BY HIM.

NOTE.—In cases marked thus (*) the local authority state that they have not entered into any recent contract for the execution of works.

Where the sign (†) appears, it is stated by the Local Authority that conditions as to the wages to be paid, or other conditions with regard to the persons to be employed, will be inserted in contracts hereafter to be entered into by the authority for the execution of works.

The sign (‡) indicates cases in which it is stated the local authority have entered into no contracts for the execution of works.

Name of Local Authority.	Name of Local Authority.	Name of Local Authority.	Name of Local Authority.
County Councils.	*County Councils*—cont.	*Councils of Boroughs not being County Boroughs*—cont.	*Councils of Boroughs not being County Boroughs*—cont.
Anglesey.	Westmorland.	Bridgwater.	Hereford.
Bedford.	Wilts.	Bridport.	Hertford.
Berks.	Worcester.	Buckingham.	*Higham Ferrers.
Brecon.	York, East Riding.	Bury St. Edmunds.	Honiton.
Buckingham.	,, North Riding.	*Calne.	Hove.
Cambridge.		Cambridge.	Huntingdon.
Cardigan.		Cardigan.	Hythe.
Carmarthen.	*Councils of County Boroughs.*	Carmarthen.	Jarrow.
Carnarvon.		Carnarvon.	Kendal.
Chester.	Canterbury.	*Chard.	Kidwelly.
Cornwall.	Great Yarmouth.	†Chatham.	King's Lynn.
Cumberland.	Hanley.	Chelmsford.	Kingston-upon-Thames.
Denbigh.	Huddersfield.	Chepping Wycombe.	Lampeter.
Derby.	St. Helens (Lancs.).	Chesterfield.	Leominster.
Devon.	†West Bromwich.	Chichester.	Lewes.
Dorset.		Chipping Norton.	Lichfield.
Essex.		Christchurch.	Liskeard.
Flint.		Congleton.	Llandovery.
Hereford.		Conway.	Llanfyllin.
Kent.	*Councils of Boroughs not being County Boroughs.*	*Cowbridge.	Llanidloes.
Leicester.		Daventry.	†Longton.
Lincoln (parts of Holland).	Abergavenny.	Deal.	*Lostwithiel.
,, (parts of Kesteven).	Abingdon.	Devizes.	Louth
,, (parts of Lindsey).	Aldeburgh.	Doncaster.	Ludlow.
Merioneth.	Andover.	Dorchester.	Luton.
Middlesex.	Appleby.	Dukinfield.	Lydd.
Montgomery.	*Arundel.	Dunstable.	Lymington.
Norfolk.	†Banbury.	Ealing.	Maidenhead.
Northumberland.	Bangor.	Eastbourne.	Maldon.
Nottingham.	Barnstaple.	East Retford.	Malmesbury.
Oxford.	*Beaumaris.	Eye.	Marlborough.
Pembroke.	Beccles.	Falmouth.	Monmouth.
‡Peterborough, Soke of.	Bedford.	Faversham.	Montgomery.
Radnor.	Berwick-upon-Tweed.	Flint.	Morpeth.
Rutland.	Beverley.	Glastonbury.	*Mossley.
Salop.	Bexhill.	Godmanchester.	Nelson.
Somerset.	Bideford.	Gravesend.	Newbury.
Suffolk, East.	*Bishop's Castle.	Great Torrington.	Newport (I. of W.).
,, West.	Blandford Forum.	Harwich.	New Romney.
Surrey.	Bodmin.	Haverfordwest.	New Sarum (Salisbury).
Sussex, East.	Boston.	Hedon.	New Windsor.
,, West.	Brackley.	Helston.	Okehampton.
Warwick.	Brecknock.	Hemel Hempsted.	
	Bridgnorth.	Henley-upon-Thames.	

Name of Local Authority.

Councils of Boroughs not being County Boroughs—cont.

Pembroke.
Penrhyn.
Penzance.
Pontefract.
Poole.
Queenborough.
Richmond (Yorks.).
Ripon.
Royal Leamington Spa.
Ruthin.
Ryde.
Rye.
Saffron Walden.
*St. Ives (Cornwall).
,, (Huntingdon).
Saltash.
Sandwich.
Shaftesbury.
South Molton.
Southwold.
Stalybridge.
Stamford.
Stoke-upon-Trent.
Sudbury.
Taunton.
*Tenby.
Tenterden.
Tewkesbury.
*Thetford.
Thornaby-on-Tees.
Tiverton.
*Totnes.
Truro.
Tunbridge Wells.
Wallingford.
Wareham.
Warwick.
Wednesbury.
Wells (Som.),
*Welshpool.
Wenlock.
Weymouth and Melcombe Regis.
Whitehaven.
Wilton.
*Wisbech.
Wokingham.
Woodstock.
Yeovil.

Councils of Metropolitan Boroughs.

Holborn.
St. Marylebone.
Stoke Newington.

Councils of Urban Districts not being Boroughs.

Aberayron.
Aberdare.
Abergele and Pensarn.
†Abersychan.
Abertillery.
Abram.
Adlington.
Alderley Edge.
Aldershot.
Alford.
†Alfreton.
Allerton.
Alnwick.
*Alton.
Altrincham.
Alvaston and Boulton.
Amble.
Amblecote.
Ambleside.

Name of Local Authority.

Councils of Urban Districts not being Boroughs—cont.

Amlwch.
Ammanford.
Ampthill.
Ardsley.
Ardsley, East and West.
*Arlecdon and Frizington.
Arnold.
Ashbourne.
Ashburton.
Ashby-de-la-Zouch.
Ashby Woulds.
Ashford.
Ashington.
Ashton-in-Makerfield
Ashton-upon-Mersey.
*Aspatria.
Aspull.
Atherton.
Audenshaw.
*Awre.
Baildon.
Bakewell.
*Bala.
Baldock.
Bampton.
Barkisland.
Barmouth.
Barnard Castle.
Barnet.
Barnoldswick.
Barrowford.
Barton-upon-Humber.
Baslow and Bubnell.
Battle.
Bedlingtonshire.
Bedwellty.
*Beeston.
Belper.
Benfieldside.
*Bethesda.
*Bettwscoed.
Bicester.
Biddulph.
Biggleswade.
Billinge.
Bingley.
Birkenshaw.
Birstal.
Bishop Stortford.
Bispham with Norbreck.
Blackrod.
Blaenavon.
Blyth.
Bognor.
Bolsover.
Bolton-upon-Dearne.
Bonsall.
Bourne.
Bowdon.
Bracebridge.
Bradford-on-Avon.
Braintree.
*Brampton and Walton.
Brentwood.
Bridgend.
Brierfield.
Brightlingsea.
Briton Ferry.
Brixham.
Broadstairs and St. Peter's.
‡Bromborough.
Bromsgrove.
Bromyard.
‡Broughton.
Brownhills.
Brumby and Frodingham.
Brynmawr.
Buckfastleigh.

Name of Local Authority.

Councils of Urban Districts not being Boroughs—cont.

Buckhurst Hill.
Buckley.
*Budleigh Salterton.
Buglawton.
Builth Wells.
Bulkington.
Burgess Hill.
Burley-in-Wharfedale.
Burnham.
Burnham-on-Crouch.
Buxton.
Caerleon.
Callington.
Calverley.
Camborne.
Cannock.
*Carnforth.
‡Caterham.
Caversham.
Chadderton.
Charlton Kings.
Chatteris.
Chepstow.
Chertsey.
Chesham.
Cheshunt.
‡Chesterton.
Childwall.
Chingford.
Church.
Church Stretton.
Cirencester.
Clacton.
Clayton.
Clayton-le-Moors.
Clayton West.
Cleator Moor.
Cleckheaton.
Cleethorpe with Thrunscoe.
Clevedon.
Coalville.
Coleford.
Colwyn Bay and Colwyn.
‡Compstall.
‡Connah's Quay.
†Consett.
Coseley.
Cottingham.
Cowes.
Cowpen.
Cramlington.
Crediton.
Crewkerne.
Criccieth.
Crompton.
‡Crook.
*Croston.
Crowle.
*Cuckfield.
Cudworth.
Dalton-in-Furness.
Darfield.
Darlaston.
Darton.
Dawley.
Dawlish.
Denby and Cumberworth.
Denholme.
*Desborough.
*Diss.
Dodworth.
*Dolgelly.
Dorking.
Downham Market.
Drighlington.
Dronfield.
Earsdon.
East and West Molesey.
East Cowes.
East Dereham.

Name of Local Authority.

Councils of Urban Districts not being Boroughs—cont.

East Grinstead.
Eastleigh and Bishopstoke.
*Eastwood.
Ebbw Vale.
*Egremont.
Elland.
Ellesmere.
Ellesmere Port and Whitby.
Ely.
Enfield.
Epping.
Epsom.
Esher and the Dittons.
Eston.
Eton.
Exmouth.
Failsworth.
Fairfield.
Fareham.
Farnborough.
Farnham.
Farnley Tyas.
Farsley.
Featherstone.
Felixstowe and Walton.
Felling.
Feltham.
Fenny Stratford.
Fenton.
Festiniog.
Filey.
Finedon.
‡Fleet.
Flockton.
‡Foot's Cray.
Friern Barnet.
Frimley.
Frinton-on-Sea.
Frome.
Fulwood.
Gainsborough.
Gildersome.
Glemsford.
Glyncorwg.
Golborne.
*Golcar.
Gomersal.
Goole.
Gosforth.
Grange.
*Greasborough.
Great Crosby.
Great Driffield.
Great Harwood.
Greenford.
Greetland.
Guisborough.
Guiseley.
*Gunthwaite and Ingbirchworth.
Hadleigh.
Hale.
Halesworth.
Halstead.
*Ham.
†Hampton.
‡Handforth.
Handsworth (Yorks.).
*Harrington.
*Havant.
*Haverhill.
Haworth.
Hay.
Haydock.
‡Hayes.
Hayle.
Hayward's Heath.
Hazel Grove and Bramhall.
Heaton Norris.
Heavitree.

Name of Local Authority.

Councils of Urban Districts not being Boroughs—cont.

Hebden Bridge.
Heckmondwike.
Heston and Isleworth.
Hetton.
Hexham.
Heysham.
Highbridge.
Higher Bebington.
Hinderwell.
Hindley.
Hipperholme.
Hitchin.
Hoddesdon.
Holbeach.
Hollingworth.
*Holme.
Holme Cultram.
Holmfirth.
Holsworthy.
Holyhead.
*Holywell.
Honley.
Horbury.
Horncastle.
Hornsea.
Horsforth.
Horsham.
Horwich.
Houghton-le-Spring.
Hoylake and West Kirby.
Hoyland Nether.
Hoylandswaine.
Hucknall-under-Huthwaite.
*Hunsworth.
*Huyton-with-Roby.
Ilfracombe.
Ilminster.
Ince-in-Makerfield.
Irlam.
Irthlingborough.
Kearsley.
Kempston.
Keswick.
Kingsbridge.
Kingsbury.
Kingswood.
*Kington.
Kirkburton.
Kirkby Lonsdale.
Kirkham.
Kirkheaton.
Kirklington-cum-Upsland.
Knaresborough.
*Knighton.
Knottingley.
Knutsford.
Lathom and Burscough.
Leadgate.
Leatherhead.
*Ledbury.
Lees.
Leigh-on-the-Sea.
Leighton Buzzard.
Leiston-cum-Sizewell.
Lepton.
Levenshulme.
Leyland.
Linslade.
Linthwaite.
Littleborough.
*Little Crosby.
Littlehampton.
Little Lever.
Little Woolton.
Liversedge.
Llandilo.
*Llandrindod Wells.
Llanfairfechan.
Llanfrechfa Upper.

Name of Local Authority.

Councils of Urban Districts not being Boroughs—cont.

*Llangefni.
Llangollen.
Llanrwst.
Llantarnam.
Loftus.
Long Eaton.
*Longridge.
Long Sutton.
Looe.
Loughton.
Lower Bebington.
*Luddenden Foot.
*Ludgvan.
Lye and Wollescote.
Lymm.
Lynton.
Lytham.
Mablethorpe.
Machynlleth.
Madron.
Maesteg.
Mallwyd.
*Malton.
Mansfield Woodhouse.
*March.
Margam.
Market Harborough.
*Market Rasen.
Marlow.
Marple.
Marsden.
*Maryport.
Masham.
Matlock.
*Matlock Bath and Scarthin Nick.
Melksham.
Meltham.
Melton Mowbray.
Menai Bridge.
Methley.
Mexborough.
Middlewich.
Midgley.
Midsomer Norton.
Milford Haven.
Millom.
Milton-next-Sittingbourne.
Minehead.
Mirfield.
Mold.
Monk Bretton.
Mottram-in-Longdendale.
*Much Woolton.
Mynyddislwyn.
Mytholmroyd.
Nailsworth.
Nantyglo and Blaina.
‡Narberth.
Netherthong.
Newbiggin-by-the-Sea.
Newbold and Dunston.
Newburn.
Newcastle Emlyn.
Newhaven.
New Hunstanton.
Newmarket.
New Mill.
New Mills.
Newnham.
Newport (Salop).
Newport Pagnell.
New Quay (Cardigan).
*Newquay (Cornwall).
New Shoreham.
Newton Abbot.
Newtown and Llanllwchaiarn.
Neyland.
Norden.
Normanton.

Name of Local Authority.

Councils of Urban Districts not being Boroughs—cont.

Northallerton.
Northam.
‡North Bromsgrove.
North Darley.
Northfleet.
*North Walsham.
Norton.
Nuneaton and Chilvers Coton.
Oakworth.
†Ogmore and Garw.
Ormesby.
Ormskirk.
Orrel.
Otley.
Ottery St. Mary.
Oulton Broad.
*Oundle.
Oxenhope.
Padstow.
Paignton.
Panteg.
Paul.
Penarth.
Penge.
Penistone.
Penmaenmawr.
Penrith.
Perry Barr.
Phillack.
Pickering.
Pocklington.
Pontypool.
Porthcawl.
Portland.
Portslade-by-Sea.
Poulton-le-Fylde.
Preesall-with-Hackinsall.
Prescot.
Prestatyn.
Presteign.
Prestwich.
Quarry Bank.
Queensbury.
Quorndon.
Radstock.
*Rainford.
*Ramsey.
Raunds.
Ravensthorpe.
Rawdon.
Rawmarsh.
Redcar.
Redditch.
Redruth.
Rhyl.
Ripley.
Rishton.
Rishworth.
Romford.
Ross.
Rothbury.
Rothwell (Northampton).
Roxby-cum-Risby.
Royston (Hertford).
Royston (Yorks.).
Rugeley.
Ruislip-Northwood.
Runcorn.
Ruskington.
St. Austell.
*St. Helen's (I. of W.).
St. Just.
St. Neots.
Salcombe.
Sale.
Saltburn-by-the Sea.
Sandbach.
Sandgate.
Sandown.
Sawbridgeworth.

Name of Local Authority.

Councils of Urban Districts not being Boroughs—cont.

Saxmundham.
Scalby.
Scammonden.
Scunthorpe.
Seaford.
Seaham Harbour.
Seaton.
Sedgley.
Seghill.
Selby.
Sevenoaks.
Shap.
Sheerness.
‡Shelf.
Shepley.
Shepshed.
Sherborne.
Sheringham.
Shoeburyness.
‡Shortheath.
Sidmouth.
Silsden.
Sittingbourne.
Skegness.
Skelmanthorpe.
Skelmersdale.
*Skelton and Brotton.
Skipton.
Slaithwaite.
Sleaford.
†Smallthorne.
Soothill Nether.
Soothill Upper.
Southborough.
South Crosland.
South Darley.
Southgate.
Southowram.
Southwick-on-Wear.
Sowerby.
Soyland.
Spalding.
Springhead.
Staines.
Stainland with Old Lindley.
Standish-with-Langtree.
Stanhope.
Stanley (Durham).
Stanley (Yorks.).
Stevenage.
*Stooksbridge.
Stourbridge.
*Stourport.
*Stow-on-the-Wold.
Stratton and Bude.
Stroud.
Sunbury-on-Thames.
Surbiton.
Sutton.
Sutton Bridge.
Sutton-in-Ashfield.
Swadlincote.
Swaffham.
Swanage.
Tanfield.
Tarporley.
Tavistock.
Teddington.
*Tetbury.
Tettenhall.
Thame.
The Maldens and Coombe.
Thornhill.
Thornton.
Thurlestone.
Thurmaston.
Thurstonland.
Tickhill.
Tonbridge.
‡Torpoint.

Name of Local Authority.

Councils of Urban Districts not being Boroughs—cont.

Tottington.
Tow Law.
Towyn.
Trawden.
Tredegar.
Tring.
Trowbridge.
Turton.
Uckfield.
Ulverston.
Upholland.
Urmston.
Usk.
Uttoxeter.
Uxbridge.
Wadebridge.
Walmer.
Walsoken.
Waltham Holy Cross.
Walton-le-Dale.
Walton-upon-Thames.
Walton-on-the-Naze.
Wanstead.
Wantage.
Warblington.
Wardle.
Ware.
Warminster.
Watchet.
Waterloo - with - Seaforth.
†Watford.
Wath-upon-Dearne.
Weetslade.
Wellington (Salop).
Wellington (Som.).
Wells (Norfolk).
Wem.
West Bridgford.
Westbury.
Westbury-on-Severn.
*Weybridge.
Wheatley (Oxford).
Wheatley (Yorks.).
Whickham.
Whitby.
Whitchurch (Salop).
Whitefield.
†Whitley and Monkseaton.
Whitley, Upper.
Whitstable.
Whittington.
Whittlesey.
Whitwood.
Whitworth.
Wigton.
Willenhall.
Willington Quay.
Wilmslow.
Wimborne.
*Windermere.
Winsford.
Winterton.
Wirksworth.
Witham.
Withernsea.
Withnell.
Wiveliscombe.
Wivenhoe.
Woking.
†Wolstanton United.
Woodbridge.
Woodhall Spa.
Worksop.
Worsborough.
Yeadon.
Yeardsley cum - Whaley.
Ynyscynhaiarn.

Name of Local Authority.

Councils of Rural Districts.

Aberayron.
Abergavenny.
Aberystwith.
Abingdon.
Aethwy.
Alcester.
Alnwick.
*Alresford.
Alston-with-Garrigill.
Alton.
Amersham.
Amesbury.
Ampthill.
Andover.
Ashbourne.
‡Ashwell.
Atcham.
Atherstone
Auckland.
Axbridge.
Axminster.
Aylesbury.
Aylsham.
Aysgarth.
Banbury.
Barnack.
Barnard Castle.
Barnsley.
Barnstaple.
Barrow-upon-Soar.
Barton-upon-Irwell.
Basford.
Basingstoke.
Bath.
Battle.
Beaminster.
Bedale.
Bedford.
Belchamp.
Belford.
Bellingham.
Belper.
Belvoir.
Berkhampstead.
*Beverley.
Bicester.
Bideford.
Biggleswade.
Billericay.
Billesdon.
Bingham.
Bishopthorpe.
Blaby.
Blackburn.
Blackwell.
Blandford.
*Blean.
Blofield.
Blore Heath.
Blyth and Cuckney.
Blything.
Bodmin.
Bootle.
Bosmere and Claydon.
Boston.
Bourne.
Bowland.
Brackley.
Bradfield.
*Bradford-on-Avon.
Brailes.
Braintree.
*Brampton.
Brandon.
Branston.
Brecknock.
*Bredwardine.
Bridge.
Bridgnorth.
Bridlington.
*Bridport.

Name of Local Authority.

Councils of Rural Districts—cont.

*Brixworth.
Broadwoodwidger.
*Bromley.
Bromsgrove.
Bromyard.
Buckingham.
Bucklow.
Builth.
Bumpstead.
Burford.
Burnley.
*Bury.
Caistor.
Calne.
Calstock.
Camelford.
Campden.
Cannock.
Cardigan.
Carlisle.
Carmarthen.
Castle Bromwich.
*Castle Donington.
Castle Ward.
‡Catherington.
Caxton and Arrington.
Cerne.
Chailey.
(*a*)Chapel-en le-Frith.
Chard.
Cheadle.
Chelmsford.
*Cheltenham.
Chepstow.
Chester.
Chester-le-Street.
Chesterton.
Chippenham.
Chipping Norton.
*Chipping Sodbury.
Chirbury.
Chirk.
Chorley.
Christchurch.
Church Stretton.
Cirencester.
Clare.
Claypole.
Cleobury Mortimer.
Clitheroe.
Clown.
*Clun.
Clutton.
Cockermouth.
Colwyn.
Congleton.
Conway.
‡Cookham.
Cosford.
†Coventry.
Cranbrook.
Crediton.
Crick.
Crickhowell.
Cricklade and Wootton Bassett.
‡Croft.
Crowland.
Crowmarsh.
Croydon.
Cuckfield.
Culham.
Culmstock.
Darlington.
Daventry.
Depwade.
Deudraeth.
Devizes.
Disley.
Docking.
Dolgelly.

Name of Local Authority.

Councils of Rural Districts—cont.

Doncaster.
Dorchester.
‡Dore.
Dorking.
Dover.
Downham.
Drayton.
Driffield.
Droitwich.
Droxford.
Dulverton.
Dunmow.
Durham.
Dursley.
Dwyran.
Easington.
Easingwold.
East and West Flegg.
East Ashford.
Eastbourne.
East Dean and United Parishes.
*East Elloe.
East Grinstead.
Easthampstead.
East Kerrier.
Easton-on-the-Hill.
East Preston.
‡East Retford.
Eastry.
*East Stow.
East Westmorland.
Eaton Bray.
*Eaton Socon.
Edeirnion.
Egham.
Elham.
Ellesmere.
Ely.
Epping.
Epsom.
Erpinham.
Escrick.
Eton.
Fareham.
Faringdon.
‡Farnborough.
Farnham.
Faversham.
Feckenham.
‡Flaxton.
Forden.
Fordingbridge.
Forehoe.
Freebridge Lynn.
*Fylde.
Gainsborough.
Garstang.
Geirionydd.
Gelligaer and Rhigos.
Glanford Brigg.
Glaslyn.
Glendale.
Glossop Dale.
Gloucester.
*Gnosall.
Godstone.
Goole.
Goring.
Gower.
Grantham.
Great Ouseburn.
Gretton.
Grimsby.
Guisborough.
*Gwyrfai.
Hadham.
Halesowen.
Halifax.
Hallaton.
Halstead.

(*a*) Chapel-en-le-Frith.—The council state as follows:—"No conditions specified. A request was made to (the) Contractors to employ local labour, which they promised to do as far as practicable."

Name of Local Authority.	Name of Local Authority.	Name of Local Authority.	Name of Local Authority.
Councils of Rural Districts—cont.	*Councils of Rural Districts*—cont.	*Councils of Rural Districts*—cont.	*Councils of Rural Districts*—cont.
Haltwhistle.	Llantrisant and Llantwit Fardre.	Oswestry.	South Molton.
Hambleden.	Llanybyther.	Oundle.	South Shields.
Hambledon.	Lleyn.	Overton.	South Stoneham.
Hardingstone.	Loddon and Clavering.	Oxendon.	Southwell.
Hartismere.	Long Ashton.	Painscastle.	South Westmorland.
Hartlepool.	Long Crendon.	Pateley Bridge.	Spalding.
Hartley Wintney.	Loughborough.	Patrington.	Spilsby.
Hartshorne and Seals.	Louth.	Pebworth.	*Stafford.
Hastings.	Ludlow.	Pembroke.	Staines.
‡Havant.	Lunesdale.	Penistone.	Stansted.
Haverfordwest.	Luton.	*Penllyn.	Stapleford.
Hawarden.	Lutterworth.	Penrith.	Startforth.
Hayfield.	Lydney.	Penybont.	Steyning East.
Headington.	Lymington.	Pershore.	Steyning West.
Helmsley.	Macclesfield.	Peterborough.	Stockbridge.
Helston.	Machynlleth.	Petersfield.	*Stokesley.
Hemel Hempstead.	Magor.	Petworth.	*Stoke-upon-Trent.
Hendon.	Maidstone.	Pewsey.	Stone.
Henley.	Maldon.	Pickering.	*Stow-on-the-Wold.
Henstead.	Malling.	Plomesgate.	Stratford and Wolverton.
Hereford.	Malmesbury.	Plympton Saint Mary.	Stratford-on-Avon.
Hertford.	Malpas.	*Pocklington.	Stratton.
Hexham.	Market Bosworth.	Pontardawe.	Stroud.
Highworth.	Market Harborough.	Pontypool.	Sturminster.
Hinckley.	*Marlborough.	Poole.	‡Sudbury.
Hitchin.	Marshland.	Potterspury.	Sunderland.
Hollingbourn.	Marston Sicca.	Preston.	Swaffham.
Holsworthy	*Martley.	Ramsbury.	Swansea.
Holywell.	Mayfield.	Redruth.	Swavesey.
Honiton.	‡Melbourn.	Reeth.	Tadcaster.
Hoo.	Melford.	Reigate.	‡Tamworth.
Horncastle.	Melksham.	Repton.	Tarvin.
Horsham.	Melton Mowbray.	Rhayader.	Taunton.
Houghton-le-Spring.	Mere.	Riccall.	‡Teme.
Howden.	Meriden.	Richmond (Yorks.).	Tenbury.
Hoxne.	Middlesbrough.	Ringwood.	Tendring.
Hungerford.	Middleton Cheney.	Ripon.	Tenterden.
Hunslet.	Midhurst.	Rochford.	Tetbury.
Huntingdon.	Mildenhall.	Rock.	Tewkesbury.
Hursley.	Milton.	Romford.	*Thakeham.
Isle of Axholme.	Misterton.	Romney Marsh.	Thame.
Isle of Thanet.	Mitford and Landitch.	Romsey.	Thedwastre.
Isle of Wight.	Monks Kirby.	Ross.	Thetford.
Keighley.	Monmouth.	Rothbury.	Thingoe.
Kettering.	Morpeth.	Rugby.	Thirsk.
Ketton.	‡Moulton.	Runcorn.	Thornbury.
Keynsham.	Mutford and Lothingland.	Ruthin.	Thorne.
Kidderminster.	Nantwich.	Rye.	Thorney.
Kingsbridge.	Narberth.	Saffron Walden.	Thrapston.
Kingsclere.	*Neath.	*St. Alban's.	Ticehurst.
‡Kings Lynn.	Newark.	St. Asaph (Denbigh).	Tintwistle.
Kingswinford.	Newbury.	St. Asaph (Flint).	*Tisbury.
*Kington.	Newcastle-in-Emlyn.	St. Austell.	Tiverton.
Kirby Moorside.	Newcastle-under Lyme.	St. Columb Major.	*Todmorden.
Kiveton Park.	Newent.	St. Dogmells.	Tonbridge.
Knaresborough.	New Forest.	St. Faith's.	Torrington.
‡Knighton.	Newhaven.	St. Germans.	Totnes.
Lampeter.	*Newmarket.	St. Ives (Huntingdon).	Towcester.
Lancaster.	Newport (Salop).	St. Mellons.	*Tregaron.
Lanchester.	Newport Pagnell.	St. Neots.	Truro.
Langport.	New Radnor.	Salisbury.	Tutbury.
Launceston.	Newton Abbot.	*Samford.	Twrcelyn.
Leake.	Newtown and Llanidloes.	Scarborough.	Tynemouth.
Ledbury.	New Winchester.	Sculcoates.	Uckfield.
Leek.	Norham and Islandshires.	Sedbergh.	Uffington.
Leigh.	Norman Cross.	Sedgefield.	Ulverston.
Leominster.	Northallerton.	Sefton.	Uppingham.
Lexden and Winstree.	Northampton.	Selby.	Upton-upon-Severn.
*Leyburn.	Northleach.	Settle.	Uttoxeter.
Lichfield.	Northwich.	Sevenoaks.	‡Uwchaled.
Limehurst.	North Witchford.	Shaftesbury.	Valley.
Linton.	Norton (Derby).	Shardlow.	Vaynor and Penderyn.
Liskeard.	Nuneaton.	Sheppey.	Wakefield.
Llandaff and Dinas-Powis.	Oakham.	Sherborne.	Wallingford.
Llandilo Fawr.	Ogwen.	Sherburn.	Walsall.
Llandovery.	Okehampton.	Shifnal.	Walsingham.
Llandyssul.	Ongar.	Shipston-on-Stour.	Wangford.
Llanelly.	Orsett.	Sibsey.	Wantage.
Llanfyllin.		Skegby.	Ware.
Llanfyrnach.		Skirlaugh.	Wareham and Purbeck.
Llangollen.		Sleaford.	Warminster.
‡Llanrwst.		Smallburgh.	Warmley.
Llansilin.		*Solihull.	Warrington.
		Southam.	

Name of Local Authority.

Councils of Rural Districts—cont.

Warwick.
Watford.
*Wath.
Wayland.
Weardale.
Wellingborough.
Wellington (Salop).
Wellington (Som.).
Wells (Som.).
Welton.
Welwyn.
*Wem.
Weobley.
West Ashford.
*Westbourne.
Westbury and Whorwellsdown.
West Dean.
West Hampnett.
West Lancashire.
West Penwith.
Wetherby.
Weymouth.
Wharfedale.
Wheatenhurst.
Whiston.
Whitby.
Whitchurch (Hereford).
Whitchurch (Salop).
Whitchurch (Southampton).
Whitehaven.
Whitland.
Whittlesey.
Wigan.
Wigmore.
Wigton.
Williton.
Wilton.
Wimborne and Cranborne.
Wincanton.
*Winchcomb.
Windsor.
Wing.
Winslow.
Wirral.
*Wisbech.
Witney.
Wokingham.
Woodbridge.
Woodstock.
Wortley.
Wrexham.
Yeovil.
Ystradgynlais.

Boards of Guardians.

*Aberayron.
*Abergavenny.
*Aberystwith.
Abingdon.
*Alnwick.
*Alresford.
Alston-with-Garrigill.
Alton.
Alverstoke.
Amersham.
*Amesbury.
Amptbill.
Andover.
Anglesey.
Ashbourne.
Ashby-de-la-Zouch.
Atcham.
Atherstone.
Auckland.
Axbridge.
Axminster.
Aylesbury.
Aylsham.
Aysgarth.

Name of Local Authority.

Boards of Guardians—cont.

Bala.
*Banbury.
Bangor and Beaumaris.
Barnsley.
Barnstaple.
Barrow-upon-Soar.
Barton-upon-Irwell.
Basford.
Basingstoke.
Bath.
Battle.
Beaminster.
Bedale.
*Bedford.
Belford.
Bellingham.
Belper.
Berkhampstead.
Berwick-upon-Tweed.
Bethnal Green.
Beverley.
Bicester.
Bideford.
Biggleswade.
*Billericay.
Billesdon.
*Bingham.
Bishop Stortford.
*Blaby.
*Blandford.
Blean.
Blofield.
Blything.
Bodmin.
Bolton.
*Bootle.
Bosmere and Claydon.
*Boston.
Bourne.
*Brackley.
Bradfield.
*Bradford-on-Avon.
Braintree.
Bramley.
*Brampton.
*Brecknock.
Bridge.
*Bridgnorth.
Bridgwater.
Bridlington.
Bridport.
Brixworth.
*Bromley.
Bromsgrove.
Bromyard.
*Buckingham.
Bucklow.
Builth.
*Buntingford.
Burnley.
Burton-upon-Trent.
Bury St. Edmunds.
Calne.
Cambridge.
Camelford.
Cannock.
Canterbury.
*Cardigan.
Carlisle.
Carmarthen.
Carnarvon.
Castle Ward.
*Catherington.
Caxton and Arrington.
Cerne.
Chapel-en-le-Frith.
Chard.
Cheadle.
Chelmsford.
Chepstow.
Chertsey.
Chester.
Chesterfield.
Chester-le-Street.

Name of Local Authority.

Boards of Guardians—cont.

*Chesterton.
*Chichester.
Chippenham.
Chipping Sodbury.
Chorley.
Christchurch.
*Church Stretton.
Cirencester.
City of London.
Cleobury Mortimer.
Clitheroe.
*Clun.
Clutton.
Cockermouth.
Colchester.
Congleton.
Conway.
Corwen.
Cosford.
Cranbrook.
*Crediton.
Crickhowel.
Cricklade and Wootton Bassett.
Croydon.
*Cuckfield.
Daventry.
Depwade.
Derby.
Devizes.
*Docking.
Dolgelly.
Doncaster.
Dorchester.
Dore.
Dorking.
Dover.
*Downham.
*Drayton.
Driffield.
*Droitwich.
Droxford.
Dulverton.
Dunmow.
Durham.
Dursley.
Easington.
*Easingwold.
East and West Flegg.
East Ashford.
Eastbourne.
East Grinstead.
Easthampstead.
East Preston.
East Retford.
*Eastry.
*East Ward.
Ecclesall Bierlow.
Elham.
Ellesmere.
*Ely.
Epsom.
Erpingham.
Eton.
Evesham.
*Falmouth.
Fareham.
Faringdon.
Farnham.
Faversham.
*Festiniog.
Foleshill.
Forden.
*Fordingbridge.
Forehoe.
Freebridge Lynn.
Gainsborough.
Garstang.
Glanford Brigg.
Glendale.
*Glossop.
Gloucester.
Godstone.
Goole.

Name of Local Authority.

Boards of Guardians—cont.

Gower.
*Grantham.
*Gravesend and Milton.
Great Ouseburn.
Grimsby.
Guisborough.
Halifax.
Halstead.
Haltwhistle.
Hambledon.
Hammersmith.
†Hampstead.
*Hardingstone.
Hartismere.
Hartley Wintney.
Haslingden.
Hatfield.
Havant.
*Haverfordwest.
*Hawarden.
Hay.
Hayfield.
*Headington.
Helmsley.
Helston.
Hemel Hempstead.
Hendon.
*Henley.
Henstead.
*Hereford.
Hertford.
*Hexham.
Hinckley.
Hitchin.
Holbeach.
Holbeck.
Hollingbourn.
Holsworthy.
Holyhead.
Holywell.
*Honiton.
Hoo.
Horncastle.
Horsham.
Houghton-le-Spring.
Howden.
Hoxne.
Hungerford and Ramsbury.
Huntingdon.
Hursley.
Isle of Thanet.
Isle of Wight.
Keighley.
Kendal.
Kensington.
†Kettering.
*Keynsham.
Kidderminster.
Kingsbridge.
Kingsclere.
Kingston-upon-Hull.
Kington.
Kirby Moorside.
Knaresborough.
*Knighton.
*Lampeter.
Lancaster.
Lanchester.
Langport.
Launceston.
Ledbury.
Leeds.
Leek.
†Leigh.
Leighton Buzzard.
*Leominster.
Lewes.
Lewisham.
Lexden and Winstree.
*Loyburn.
Lichfield.
Lincoln.
Linton.

Name of Local Authority.	Name of Local Authority.	Name of Local Authority.	Name of Local Authority.
Boards of Guardians—cont.	*Boards of Guardians*—cont.	*Boards of Guardians*—cont.	*Boards of Guardians*—cont.
*Liskeard.	Orsett.	Sedgefield.	Truro.
Llandilo Fawr.	Oswestry.	*Seisdon.	Tynemouth.
Llandovery.	Oundle.	Selby.	Uckfield.
Llanfyllin.	Oxford.	Settle.	*Ulverston.
*Llanrwst.	*Pateley Bridge.	Sevenoaks.	Uppingham.
Loddon and Clavering.	Patrington.	Shaftesbury.	Upton-upon-Severn.
Longtown.	Pembroke.	Shardlow.	Uttoxeter.
Loughborough.	Penistone.	Sheppey.	Uxbridge.
Louth.	Penrith.	Sherborne.	†Wakefield.
Ludlow.	Penzance.	Shifnal.	Wallingford.
Lunesdale.	Pershore.	*Shipston-on-Stour.	Walsall.
Luton.	Peterborough.	*Skirlaugh.	Walsingham.
Lutterworth.	*Petersfield.	Sleaford.	Wangford.
Lymington.	Petworth.	Smallburgh.	Wantage.
Macclesfield.	Pewsey.	Solihull.	Ware.
Machynlleth.	Pickering.	*Southam.	*Wareham and Purbeck.
Madeley.	*Plomesgate.	*South Molton.	Warminster.
Maidenhead.	†Plymouth.	Southwell.	Warrington.
Maldon.	Plympton St. Mary.	*Spalding.	Warwick.
Malling.	*Pocklington.	Spilsby.	Watford.
Malmesbury.	*Pontardawe.	Stafford.	Wayland.
Malton.	Pontefract.	Staines.	Weardale.
(*a*)Manchester.	Pontypool.	Stamford.	Wellington (Somerset).
Mansfield.	Pontypridd.	Steyning.	Wells (Somerset).
Market Bosworth.	Poole.	*Stockbridge.	Welwyn.
Market Harborough.	Pottersbury.	Stockton.	*Wem.
*Marlborough.	Prescot.	Stokesley.	Weobley.
*Martley.	Preston.	Stoke-upon-Trent.	West Ashford.
Melton Mowbray.	Prestwich.	Stone.	*Westbourne.
Mere.	Pwllheli.	Stourbridge.	Westbury and Whorwellsdown.
Meriden.	Redruth.	Stow.	Westbury-on-Severn.
*Midhurst.	Reeth.	Stow-on-the-Wold.	West Hampnett.
Mildenhall.	Reigate.	Strand.	Westminster.
Milton.	Rhayader.	Stratford-on-Avon.	West Ward.
Mitford and Launditch.	Richmond (Surrey).	Stratton.	Wetherby.
Monmouth.	Richmond (Yorks).	Strood.	*Weymouth.
Morpeth.	Ringwood.	Stroud.	*Wharfedale.
Mutford and Lothingland.	Ripon.	Sturminster.	Wheatenhurst.
Nantwich.	Risbridge.	Sudbury.	Whitby.
Narberth.	Rochford.	Swaffham.	Whitchurch (Salop).
*Neath.	Romford.	Tadcaster.	Whitchurch (Southampton).
Newark.	Romney Marsh.	Tarvin.	Whitehaven.
*Newbury.	Romsey.	Taunton.	Whittlesey.
Newcastle-in-Emlyn.	Ross.	Tavistock.	Wigan.
Newcastle-under-Lyme.	Rothbury.	Teesdale.	Wigton.
Newent.	Royston.	*Tenbury.	Williton.
New Forest.	†Rugby.	Tendring.	*Wilton.
Newhaven.	Runcorn.	*Tenterden.	Wimborne and Cranborne.
Newmarket.	Ruthin.	*Tewkesbury.	Wincanton.
Newport (Salop).	*Rye.	*Thakeham.	Winchcomb.
Newport Pagnell.	Saddleworth.	*Thame.	Winchester.
Newton Abbot.	*Saffron Walden.	Thetford.	Windsor.
Newtown and Llanidloes.	St. Alban's.	Thingoe.	Winslow.
Northallerton.	St. Asaph.	Thirsk.	Wirrall.
North Bierley.	St. Austell.	Thornbury.	Wisbech.
Northleach.	St. Columb Major.	Thorne.	Witney.
*Northwich.	St. Faith's.	Thrapston.	Wokingham.
*North Witchford.	St. George's.	Ticehurst.	Woodbridge.
Nuneaton.	St. Germans.	*Tisbury.	Woodstock.
Oakham.	St. Giles and St. George, Bloomsbury.	Tiverton.	Worcester.
*Okehampton.	St. Ives.	*Tonbridge.	Worksop.
Oldham.	St. Neots.	*Torrington.	Wortley.
*Ongar.	St. Thomas.	Totnes.	†Wrexham.
Ormskirk.	Salisbury.	Towcester.	
	*Samford.	Toxteth Park.	
	Scarborough.	Tregaron.	
	Sedbergh.	Trowbridge and Melksham.	

(*a*) Manchester.—Although no conditions with regard to the persons to be employed are specified in the contracts entered into by the guardians, the guardians have agreed that when letting contracts they will give a preference, as far as practicable, to persons who pay the standard rate of wages to their workmen.

S. B. PROVIS,
Secretary.

Local Government Board,
October, 1905.

SCOTLAND.

PART I.

COUNTIES, BURGHS, PARISH COUNCILS AND DISTRICT COMMITTEES IN WHICH THE CONTRACTS ENTERED INTO BY THE LOCAL AUTHORITY FOR THE EXECUTION OF WORKS *specify* ANY CONDITIONS AS TO THE WAGES TO BE PAID BY THE CONTRACTOR OR OTHER CONDITIONS WITH REGARD TO THE PERSONS EMPLOYED BY HIM AND THE CONDITIONS SO SPECIFIED.

Local Authority.	Conditions as to Wages to be Paid by Contractor.	Other Conditions with regard to Persons employed by Contractor.	Remarks.
Counties.			
ARGYLL - -	Nil -	Nil - -	For works carried out under the provisions of the Western Highlands and Islands (Scotland) Works Act, 1891, the form of contract prescribed by the Scottish Office has been used containing a provision for the payment of "fair" wages. No such provision is inserted in other contracts entered into by the County Council.
CAITHNESS - -	No condition attached to contracts except in the case where assistance from Government is got by way of grants. In such cases a clause is inserted that a fair wage will be paid, and, in the event of a dispute, the engineer is arbiter to decide as to a fair wage.	In the latter class of contracts referred to in column 2, a stipulation is also added that, as far as possible, local labour employed.	—
ROSS AND CROMARTY	In the case of works undertaken under the Western Highlands and Islands (Scotland) Works Act, contractors are taken bound "to pay fair wages "to their workmen, and "in the event of any "question or dispute "arising under this head "it shall be referred to "the engineer of the "works or such other per-"son as may be appoint-"ed by the County Coun-"cil in his place." In other contracts no provision is made as to wages.	In contracts for works under the Western Highlands and Islands Act, the contractor is bound to employ local labour as much as possible. In other contracts no provision is made with regard to persons employed by contractors.	—
SUTHERLAND -	The following clause inserted in contracts:— "The second party shall "conform in all respects "to the following resolu-"tion passed by the "House of Commons on "the 13th February "1891, and renewed on "21st March 1893. "'Resolved that in the "'opinion of this House "'it is the duty of the Government in all Government contracts to make "'provision against the evils recently disclosed before the Sweating Com-"'mittee, to insert such conditions as may prevent the abuse arising from "'sub-letting, and to make every effort to secure the payment of such "'wages as are generally accepted as current in each trade for competent "'workmen.'"	Special provision to the effect that contractors shall be bound to utilise local labour as far as possible in connection with the construction of the works.	These conditions only inserted in contracts for piers and roads partly constructed out of grants received from the Congested Districts Board.

SCOTLAND—*continued.*

Local Authority.	Conditions as to Wages to be Paid by Contractor.	Other Conditions with regard to Persons employed by Contractor.	Remarks.
Burghs.			
ABERDEEN - -	The successful offerer shall be bound to pay the workmen employed by him not less than the standard rate of wages relating to the particular trade to which the contract applies.	—	—
AYR - -	The contractor is bound to pay to the whole of the workmen employed in all departments of the work executed under his contract the standard recognised rate of wages, or such wages as are generally accepted as fair in the various trades.	—	—
BONNYRIGG - -	First hand, 10*s.* per week - Second hand, 9*s.* per week	With board and lodgings. With board and lodgings.	—
BRECHIN - -	The contractor must pay the standard rate of wages current in the locality.	No other conditions except such as may be applicable to the special subject of contract.	The condition as to payment of standard rate of wages has been in force for a good few years back, probably six to eight. No difficulty has arisen through it, but in one department — viz., uniform police clothing — the competition has been less, *i.e.*, fewer tenders are received. Local contractors are always employed where suitable.
CLYDEBANK - -	That all parties obtaining work under contract from the Town Council shall pay their workmen the regular trade union rate of wages recognised in this district.	—	—
DUMBARTON - -	The current rate of wages be paid to the tailors employed, and that the clothing be made on the contractor's premises.	- - - - -	Contract for police uniform.
DUMFRIES - -	That standard rate of wages be paid.	—	—
DUNDEE - -	All workmen employed by the contractor shall be paid by him at a rate per hour not less than the recognised standard rate of wages in the trade or trades to which the said workmen belong, and the contractor shall also observe the terms of any agreement which may have been mutually arranged between employers and workmen.	The contractor shall constantly employ at least one good and competent foreman to superintend the execution of the works, careful and skilled in the trades and callings required by the specification and drawings, such foreman to have full power to act for and receive notices to the contractor in his absence. On receiving from the burgh engineer a written notification that he considers any foreman or workman incompetent, the contractor shall immediately discharge him, and shall employ another in his stead, and do so as often as occasion may require.	—

SCOTLAND—*continued.*

Local Authority.	Conditions as to Wages to be Paid by Contractor.	Other Conditions with regard to Persons employed by Contractor.	Remarks.
Burghs—cont.			
EDINBURGH - -	The following is a copy of the clause as to wages, embodied in all contracts with this burgh :—"And "the second party (*i.e.*, "the contractor) binds "and obliges himself "and his foresaids to "pay to the workmen "employed by him in "the execution of this "contract the standard "recognised rate of "wages, or such wages "as are generally ac-"cepted as fair in the "trade."	Contracts with this burgh usually contain a provision to the following effect:— "Each contractor must have on the premises at all times while the work of his department is in progress a competent foreman with authority to act for him in his absence, and properly qualified journeymen to the satisfaction of the architect, engineer, or surveyor are to be employed."	—
FALKIRK - -	Contractors must pay the standard rate of wages of the district.	—	—
FORT WILLIAM -	Nil - - -	Where skilled labour necessary, competent tradesmen must be employed.	—
GLASGOW - -	1. Only firms paying the standard rate of wages or piece prices to all competent workers for all classes of work, whether contract or otherwise, shall be eligible to estimate for and receive corporation contracts. The contractor shall pay to all competent workpeople employed by him not less than the minimum standard rate of wages or piece prices in each branch of the trade, or, where no such standard rate of wages or piece prices exist, such wages or piece prices as are generally recognised as fair in the trade. In districts or places where the Glasgow scale of wages or piece prices do not apply, the contractor shall pay the said workpeople employed by him not less than the minimum standard rate of wages or piece prices paid in such districts or places, or, where no such standard rate or piece prices exist, such wages or piece prices as are generally recognised as fair in the trade in such district or places (Standing Order 24). 2. The contractor shall, to the satisfaction of the corporation, provide and keep proper books, in which shall be correctly and promptly entered, from time to time, the names of, the wages paid to, and the hours of labour observed by all workpeople employed by him in or about the execution of this contract, and shall, from time to time, when required by notice, in writing, under the hand of the town clerk, produce the same, or any of them, to him, or any person appointed by him, who shall be at liberty to inspect and take copies of or extracts therefrom.	The contractor shall not assign this contract or sub-let the same, or make any sub-contract with any person or persons for the execution of any portion of the works (except such works as are in the schedule and specification provided to be executed by particular tradesmen), without the consent in writing of the committee interested being first obtained.	—
GOVAN - - -	"The contractor shall pay all workmen, except apprentices, employed in the execution of this contract not less than the rate of wages or piece prices recognised by associations of employers and trades unions, and if there be no such rate recognised then the rate or price generally recognised as fair in practice in the trade."	Nil.	—

SCOTLAND—*continued.*

Local Authority.	Conditions as to Wages to be Paid by Contractor.	Other Conditions with regard to Persons employed by Contractor.	Remarks.
Burghs—cont.			
GREENOCK - -	In clothing contracts a condition is inserted that the contractor shall pay, for the making of the several classes of articles, the "standard rate of wages" applicable to his district. In all offers the offerer is asked to state if he pays the standard rate of wages for workmen in his district.	No article is to be made by any person residing in a house in which there has been infectious disease within one month, and the contractor is taken bound to have the articles made up in a workshop possessing satisfactory sanitary arrangements.	It is desirable that the indefinite phrase "standard rate of wages" should be defined, and that municipal bodies should be specially authorised by statute to make conditions as to wages, otherwise these conditions may be held as *ultra vires* in a court of law.
HAMILTON	No conditions, but standard rate of wages are paid by all local contractors.	To employ local labour as far as practicable.	—
HAWICK -	To pay standard rate - -	Nil.	—
INVERNESS - -	Building, &c. contracts:— No "fair wage" or other clause of the kind is put in these contracts. Printing contracts:— Clause entered in these binding the contractor to pay his workmen the standard rate of wages current at the time for all work executed under the contract.	Nil.	—
JOHNSTONE -	Nil - - - -	No other except in regard to police clothing, which must be made in the town by some local tailor.	—
KEITH - -	Nil - - - -	That contractor employ local unskilled labour where available.	—
KILMARNOCK -	Standard recognised rate of wages, or such wages as are generally accepted as fair in the trade.	Nil.	—
KINNING PARK -	Union rate of wages all over.	Nil.	—
LEITH - -	Standard rate of wages prevailing in the district.	Nil.	—
LOCHMABEN -	Nil - - - - -	To employ local labour where possible.	—
LOSSIEMOUTH -	Nil - - -	In contracts for Drainage Scheme and Water Scheme now being carried out, the Town Council's engineers or inspectors entitled to dismiss unskilled or disobedient workmen in employment of contractors.	—
MOTHERWELL -	Standard rate of wages to be paid.	Nil.	—
PAISLEY - -	The following is resolution adopted by the Town Council:— "That the following clause be inserted in all municipal contracts, viz., 'We hereby declare that 'in the execution of this 'contract we will pay the 'standard recognised rate 'of wages, or such wages 'as are generally accep-'ted as fair in the trade.'"	Nil.	—

SCOTLAND—*continued.*

Local Authority.	Conditions as to Wages to be Paid by Contractor.	Other Conditions with regard to Persons employed by Contractor.	Remarks.
Burghs—cont.			
PARTICK - -	The contractor to pay his workmen, whether artizans or labourers, not less than the minimum standard rate of wages of the district in each branch of trade where the work is performed, and to observe the recognised hours and conditions of labour in each respective trade.	The contractor to have the work carried out by proper workmen, and a competent foreman to be employed in charge of the work, who shall be authorised to receive and carry out the instructions of the burgh surveyor or his inspector without delay.	—
PENICUIK -	Nil - - - -	None other than the insurance of workmen and the dismissal of incompetent workmen.	—
PERTH - -	A clause is inserted in specifications of works for the Town Council that the contractor shall pay to his employees not less than the standard rate of wages.	Nil.	—
PETERHEAD - -	That the contractor shall pay workmen the standard rate of wages.	Nil.	—
POLLOKSHAWS -	In all contracts it is stipulated that the contractor is to pay his workmen the standard rate of wages ruling at the time in their respective trades.	Nil.	—
PORT GLASGOW -	Nil - - - -	Practical tradesmen to be employed.	—
PRESTWICK -	The contractor is taken bound to pay "the "standard recognised "rate of wages, or such "wages as are generally "accepted as fair in the "various trades."	The contractor is taken bound to have a qualified manager or foreman on the work, and the engineer has the right to cause the contractor to dismiss incompetent workmen, or those who conduct themselves improperly.	—
ROTHESAY -	None, except in Printing Contract, where stipulated that standard rate of wages be paid by contractor during whole currency of contract.	Nil.	—
TURRIFF -	Nil - - -	Nil - - -	All works are carried out by the Town Council's own servants. When required, assistance is procured and wages paid according to the ordinary rates of the district.
WISHAW -	Not less than minimum standard rate of wages payable to competent workmen.		

SCOTLAND—*continued.*

Local Authority.	Conditions as to Wages to be Paid by Contractor.	Other Conditions with regard to Persons employed by Contractor.	Remarks.
Parish Councils.			
ABERDALGIE -	The standard rate of wages for the district.	Nil.	—
ABERDEEN -	Standing Order, No. XXXIV.: "In connection with all contracts, it shall be expressly stipulated and declared that the successful offerer shall be bound to pay to all his workmen the standard rate of wages, and shall be bound to observe all other conditions of employment as understood and agreed to between the employers' association and the workmen's union."	—	—
ALYTH - - -	Nil - - -	That they make good work in terms of specification or agreement.	If there is much to be done an architect is employed to take in contracts and see the work done, without asking a contractor about his men or their wages. If by day's wages the men are paid the current rate of the district, viz.:— Masons, 9½*d.* per hour. Labourers, 6*d.* per hour.
APPLECROSS -	Nil - -	That the workmen are skilled in the work they have to do.	—
ARBIRLOT - -	General rate of the district	Nil.	—
BLANTYRE -	Standing Order, No. XXVIII.: "No contracts shall be entered into with any tradesmen other than those who pay trades unions rates of wages."	Nil.	—
CONTIN - - -	Employ no contractors except for occasional slight repairs on houses, when they are paid by the day of 10 hours at the current rate of wages.	Nil.	—
CREICH (Sutherland).	Nil - -	Responsibility thrown upon contractor.	—
DUNDEE -	The following is the resolution come to by the Parish Council, and is acted upon in all contracts: "That work done for the Parish Council be done only by employers who pay the standard rate of wages, and who recognise and act upon any agreement that may have been come to between employers and employees in any particular trade for their mutual benefit."	Nil.	—

SCOTLAND—*continued.*

Local Authority.	Conditions as to Wages to be Paid by Contractor.	Other Conditions with regard to Persons employed by Contractor.	Remarks.
Parish Councils—continued.			
EDINBURGH -	Recognised standard rate of wages.	Nil.	—
FALKIRK - -	Standard rate of wages -	Nil - - -	In reference to the erection of a poorhouse for Falkirk parish.
GALSTON -	Trade union wages are paid by contractors for boots and clothing, except suits for boys which are factory made, and the rate paid is not known.	Nil.	—
GLASGOW -	Standard rate of wages prevailing in the Glasgow district.	Nil.	—
GOVAN COMBINATION.	"In the execution of any work done for, or by the council, trades' union rate of wages shall be paid to all workmen employed, and that this clause be inserted in all schedules issued to contractors."	Nil.	—
GREENOCK - -	"That a clause be inserted in all contracts emanating from this Council binding the contractors to observe trade union wages, and conditions of labour current in the district."	Nil - - -	This motion was carried by the Council in 1895, and has been carried out in all contracts since then.
KILPATRICK, OLD -	Trades union wages	Trades union conditions.	—
KINCARDINE (ROSS)	Nil - -	Responsibility in every instance as to accidents, &c., thrown upon contractors.	—
LEITH - -	New poorhouse buildings. The contractors for the work will be required to pay all workmen employed on the Council's work the recognised trade union rate of wages.	Nil.	—
LUSS - -	Current rate of wages	Nil.	—
PAISLEY -	Nil - -	Stationery contract. Printing to be executed within the premises of the contractors.	—
WEMYSS - -	Nil - -	Nil - - -	This Council has very little work that is contracted for. The trades unions see that the men are paid a standard rate of wages, and control to a certain extent the conditions under which the men are employed.

SCOTLAND—*continued.*

Local Authority.	Conditions as to Wages to be Paid by Contractor.	Other Conditions with regard to Persons employed by Contractor.	Remarks.
District Committees.			
ABERDEEN -	Nil - - - -	Contractors are taken bound to employ a sufficient number of workmen and competent foremen to ensure proper management and efficient control, and if any foreman or workman is objected to as incompetent by the engineers or inspector of works, the contractor is taken bound to discharge him.	
KILMARNOCK (AYR)	Nil - - - -	That contractor shall relieve Committee of and ensure Committee against all claims by workmen under Employers Liability Acts, Workmen's Compensation Acts, or at Common Law. The Committee's engineer shall have power to regulate the number of workmen employed on the contract works, if dissatisfied with the number actually employed.	
ANNAN (DUMFRIES)	The following condition is inserted in contracts for the supply of metal for roads:—"The contractor shall pay the men on the works at least monthly; and if he neglects or refuses to do so, the District Committee may, after due notice, do so out of the contract price, and such payment shall be deducted from the next instalment."	In the same contract there is also this condition:—"The contractor shall be bound to dismiss any man objected to by the surveyor" employed by the District Committee.	
DUMFRIES -	Nil - - - -	They must be competent and able bodied, and any man not fulfilling these conditions must be dismissed if objected to by the surveyor.	The only contract work is in connection with the supplying and breaking of road metal, and in the building of bridges, &c.
Do. (as Local Authority under Public Health Acts).	Nil - - - - -	Nil - - - -	The only contracts are for water supplies or drainage, and these are usually let to the lowest tender.
KIRKCALDY (FIFE)	Nil - -	The District Committee shall insure the contractor's workmen against accidents in connection with the work of the contract, and the contractor shall refund the cost of insurance premium to the District Committee.	This condition to be inserted in the contracts made for the year 1905-1906, for quarrying, breaking, and carting road metal.
FORFAR - -	Nil - -	Work to be done to the satisfaction of the surveyor.	—

SCOTLAND—*continued.*

Local Authority.	Conditions as to Wages to be Paid by Contractor.	Other Conditions with regard to Persons employed by Contractor.	Remarks.
District Committees —continued.			
LOWER WARD (LANARK).	Nil - - -	Nil. The following condition is, however, contained in the contract for the supply of road metal and carting work :— "The contractors for metal and carting work respectively shall undertake all liability whatsoever, and free and relieve the District Committee and their officers of liability for all accidents or damage done to passengers, horses, carts, carriages, or otherwise, by or in connection with their operations, or by placing or breaking metal, or allowing the same to lie broken or unbroken, so as to interfere with the traffic, endanger the passengers, or interfere with the thoroughfare upon the road; and the contractors for the supply of metal shall be liable to the District Committee in a penalty of one pound sterling for every heap or portion of metal which shall be found in such situation. It being specially declared that contractors shall have no claim against the District Committee for any damage sustained by themselves, their men, horses, or plant, however arising, while engaged on their contract."	
UPPER DISTRICT (RENFREW).	Nil - - - -	Nil. The following condition is, however, contained in the contract for the supply of road metal, viz. :— "The contractors shall undertake all liability whatsoever, and free and relieve the District Committee and their officers of liability for any accidents or damage done to passengers, horses, carts, carriages, or otherwise, by or in connection with their operations, or by placing or breaking metal, or allowing the same to lie broken or unbroken, so as to interfere with the traffic or endanger the passengers, or interfere with the thoroughfare upon the road; and the contractors shall be liable to the District Committee in a penalty of one pound sterling for every heap or portion of metal which shall be found in such situation. It being specially declared that contractors shall have no claim against the District Committee for any damage sustained by themselves, their men, horses, or plant, however arising, while engaged on their contract."	

SCOTLAND—*continued.*

PART II.

COUNTIES, BURGHS, PARISH COUNCILS, AND DISTRICT COMMITTEES IN WHICH THE CONTRACTS ENTERED INTO BY THE LOCAL AUTHORITY FOR THE EXECUTION OF WORKS *do not specify* ANY CONDITIONS AT TO THE WAGES TO BE PAID BY THE CONTRACTOR, OR OTHER CONDITIONS WITH RESPECT TO THE PERSONS EMPLOYED BY HIM, OR IN WHICH CONTRACTS HAVE NOT BEEN ENTERED INTO.

Counties.

Local Authority.	Local Authority.	Local Authority.
Aberdeen.	Fife.	Orkney.
Ayr.	Forfar.	Peebles.
Banff.	Haddington.	Perth.
Berwick.	Inverness.	Renfrew.
Bute.	Kincardine.	Roxburgh.
Clackmannan.	Kinross.	Selkirk.
Dumbarton.	Kirkcudbright.	Stirling.
Dumfries.	Lanark.	Wigtown.
Edinburgh.	Linlithgow.	Zetland.
Elgin.	Nairn.	

Burghs.

Aberchirder.	Cullen.	Inverkeithing.
Aberfeldy.	Culross.	Inverurie.
Aberlour.	Cumnock and Holmhead.	Irvine.
Abernethy.	Cupar.	Jedburgh.
Airdrie.	Dalbeattie.	Kelso.
Alloa.	Dalkeith.	Kilrenny.
Alva.	Darvel.	Kilsyth.
Alyth.	Denny and Dunipace.	Kilwinning.
Annan.	Dingwall.	Kinghorn.
Anstruther, Easter.	Dollar.	Kingussie.
Anstruther, Wester.	Dornoch.	Kinross.
Arbroath.	Doune.	Kintore.
Ardrossan.	Dufftown.	Kirkcaldy.
Armadale.	Dunbar.	Kirkcudbright.
Auchterarder.	Dunblane.	Kirkintilloch.
Auchtermuchty.	Dunfermline.	Kirkwall.
Ballater.	Dunoon.	Kirriemuir.
Banchory.	Duns.	Ladybank.
Banff.	Dysart.	Lanark.
Barrhead.	Earlsferry.	Langholm.
Bathgate.	East Linton.	Largs.
Biggar.	Elgin.	Lasswade.
Blairgowrie.	Elie.	Lauder.
Bo'ness.	Ellon.	Laurencekirk.
Bridge of Allan.	Eyemouth.	Lerwick.
Broughty Ferry.	Falkland.	Leslie.
Buckhaven, Methil and Innerleven.	Forfar.	Leven.
Buckie.	Forres.	Linlithgow.
Burghead.	Fortrose.	Loanhead.
Burntisland.	Fraserburgh.	Lochgelly.
Callander.	Galashiels.	Lochgilphead.
Campbeltown.	Galston.	Lockerbie.
Carnoustie.	Gatehouse.	Macduff.
Castle Douglas.	Girvan.	Markinch.
Coatbridge.	Gourock.	Maxwelltown.
Cockenzie and Port Seton.	Grangemouth.	Maybole.
Coldstream.	Grantown.	Melrose.
Coupar-Angus.	Haddington.	Millport.
Cove and Kilcreggan.	Helensburgh.	Milngavie.
Cowdenbeath.	Huntly.	Moffat.
Crail.	Innerleithen.	Monifieth.
Crieff.	Inveraray.	Montrose.
Cromarty.	Inverbervie.	Musselburgh.
	Invergordon.	Nairn.

SCOTLAND—*continued.*

Burghs—continued.

Local Authority.	Local Authority.	Local Authority.
Newburgh.	Rattray.	Stranraer.
New Galloway.	Renfrew.	Stromness.
Newmilns and Greenholm.	Rosehearty.	Tain.
Newport.	Rothes.	Tayport.
Newton-Stewart.	Rutherglen.	Thurso.
North Berwick.	St. Andrews.	Tillicoultry.
Oban.	Saltcoats.	Tobermory.
Old Meldrum.	Sanquhar.	Tranent.
Peebles.	Selkirk.	Troon.
Pittenweem.	Stewarton.	Whitburn.
Portsoy.	Stirling.	Whithorn.
Prestonpans.	Stonehaven.	Wick.
Queensferry.	Stornoway.	Wigtown.

Parish Councils.

Abbey St. Bathans.	Auchtertool.	Brechin.
Abdie.	Auldearn.	Bressay.
Abercorn.	Avoch.	Broughton.
Aberdour (Aberdeen).	Avondale.	Buchanan.
Aberdour (Fife).	Ayr.	Buittle.
Aberfoyle.	Ayton.	Bunkle and Preston.
Aberlady.	Balderuock.	Burntisland.
Aberlemno.	Balfron.	Cabrach.
Aberlour.	Ballantrae.	Cadder.
Abernethy (Inverness).	Ballingry.	Caddonfoot.
Abernethy (Perth).	Balmaclellan.	Caerlaverock.
Abernyte.	Balmaghie.	Cairney.
Aboyne.	Balmerino.	Calder, Mid.
Airlie.	Balquhidder.	Calder, West.
Airth.	Banchory-Devenick.	Callander.
Alford.	Banchory-Ternan.	Cambuslang.
Alloa.	Banff.	Cambusnethan.
Alness.	Barr.	Cameron.
Alva.	Barra.	Campbeltown.
Alvah.	Barry.	Campsie.
Alves.	Barvas.	Canisbay.
Alvie.	Bathgate.	Canonbie.
Ancrum.	Beath.	Caputh.
Annan.	Bedrule.	Cardross.
Anstruther, Easter.	Beith.	Careston.
Anstruther, Wester.	Belhelvie.	Cargill.
Anwoth.	Bellie.	Carluke.
Applegarth.	Bendochy.	Carmichael.
Arbroath and St. Vigeans.	Benholm.	Carmunnock.
Arbuthnott.	Bervie.	Carmylie.
Ardchattan and Muckairn.	Biggar.	Carnbee.
Ardclach.	Birnie.	Carnock.
Ardersier.	Birsay and Harray.	Carnwath.
Ardgour.	Birse.	Carrington.
Ardnamurchan.	Blackford.	Carsphairn.
Ardoch.	Blair-Atholl.	Carstairs.
Ardrossan.	Blairgowrie.	Castleton.
Arisaig and Moidart.	Boharm.	Cathcart.
Arngask	Boleskine and Abertarff.	Cavers.
Arrochar.	Bolton.	Cawdor.
Ashkirk.	Bo'ness and Carriden.	Ceres.
Assynt.	Bonhill.	Channelkirk.
Athelstaneford.	Borgue.	Chapel of Garioch.
Auchindoir.	Borthwick.	Chirnside.
Auchinleck.	Bothwell.	Clackmannan.
Auchterarder.	Botriphnie.	Clatt.
Auchterderran.	Bourtie.	Cleish.
Auchtergaven.	Bowden.	Closeburn.
Auchterhouse.	Bower.	Clunie.
Auchterless.	Boyndie.	Cluny.
Auchtermuchty.	Bracadale.	Clyne.

SCOTLAND—*continued.*

Parish Councils—continued.

Local Authority.	Local Authority.	Local Authority.
Cockburnspath.	Denny.	Erskine.
Cockpen.	Deskford.	Eskdalemuir.
Coldingham.	Dingwall.	Ettrick.
Coldstream.	Dirleton.	Evie and Rendall.
Colinton.	Dollar.	Ewes.
Coll.	Dolphinton.	Eyemouth.
Collace.	Dores.	Fala and Soutra.
Collessie.	Dornoch.	Falkland.
Colmonell.	Dornock.	Farnell.
Colonsay and Oronsay.	Douglas.	Farr.
Colvend.	Drainie.	Fearn.
Comrie.	Dreghorn.	Fenwick.
Corstorphine.	Dron.	Fern.
Cortachy.	Drumblade.	Ferry-Port-on-Craig.
Coull.	Drumelzier.	Fetlar.
Coupar Angus.	Drumoak.	Fettercairn.
Covington.	Dryfesdale.	Fetteresso.
Coylton.	Drymen.	Findo-Gask.
Craig.	Duffus.	Fintray.
Craigie.	Duirinish.	Fintry.
Craignish.	Dull.	Firth.
Crail.	Dumbarton.	Flisk.
Crailing.	Dumfries.	Fodderty.
Cramond.	Dun.	Fogo.
Cranshaws.	Dunbar.	Fordoun.
Cranston.	Dunbarney.	Fordyce.
Crathie and Braemar.	Dunblane and Lecropt.	Forfar.
Crawford.	Dunbog.	Forgan.
Crawfordjohn.	Dundonald.	Forgandenny.
Creich (Fife).	Dunfermline.	Forglen.
Crichton.	Dunino.	Forgue.
Crieff.	Dunipace.	Forres.
Crimond.	Dunkeld and Dowally.	Forteviot.
Cromarty.	Dunkeld, Little.	Fortingall.
Cromdale.	Dunlop.	Fossoway.
Cross, Burness, and North Ronaldshay.	Dunnet.	Foulden.
	Dunnichen.	Foveran.
Crossmichael.	Dunning.	Fowlis, Easter.
Croy.	Dunoon and Kilmun.	Fowlis, Wester.
Cruden.	Dunnottar.	Fraserburgh.
Cullen.	Dunrossness.	Fyvie.
Culross.	Duns.	Gairloch.
Culsalmond.	Duuscore.	Galashiels.
Culter.	Dunsyre.	Gamrie.
Cults.	Durness.	Gargunnock.
Cumbernauld.	Durris.	Gartly.
Cumbraes.	Durrisdeer.	Garvald.
Cummertrees.	Duthil and Rothiemurchus.	Garvock.
Cumnock, New.	Dyce.	Gigha and Cara.
Cumnock, Old.	Dyke and Moy.	Girthon.
Cupar.	Eaglesham.	Girvan.
Currie.	Earlston.	Gladsmuir.
Dailly.	Eassie and Nevay.	Glamis.
Dairsie.	Eastwood.	Glass.
Dalgety.	Eccles.	Glassary.
Dalkeith.	Ecclesmachan.	Glasserton.
Dallas.	Echt.	Glassford.
Dalmellington.	Eckford.	Glenbervie.
Dalmeny.	Eday.	Glenbuchat.
Dalry (Ayr).	Edderton.	Glencairn.
Dalry (Kirkcudbright).	Eddleston.	Glencorse.
Dalrymple.	Eddrachillis.	Glendevon.
Dalserf.	Edinkillie.	Glenelg.
Dalton.	Ednam.	Glenisla.
Dalziel.	Edrom.	Glenmuick.
Daviot (Aberdeen).	Edzell.	Glenorchy and Inishail.
Daviot (Inverness).	Elgin.	Glenshiel.
Deer, New.	Elie.	Golspie.
Deer, Old.	Ellon.	Gordon.
Delting.	Errol.	Grange.

SCOTLAND—*continued.*

Parish Councils—continued.

Local Authority.	Local Authority.	Local Authority.
Grangemouth.	Kilfinan.	Kirkmaiden.
Greenlaw.	Kilfinichen.	Kirkmichael (Ayr).
Gretna.	Killarrow.	Kirkmichael (Banff).
Guthrie.	Killean and Kilchenzie.	Kirkmichael (Perth).
Haddington.	Killearn.	Kirkmichael (Dumfries).
Half-Morton.	Killearnan.	Kirknewton.
Halkirk.	Killin.	Kirkoswald.
Hamilton.	Kilmadock.	Kirkpatrick (Durham).
Harris.	Kilmalcolm.	Kirkpatrick (Fleming).
Hawick.	Kilmallie.	Kirkpatrick (Irongray).
Heriot.	Kilmany.	Kirkpatrick (Juxta).
Hobkirk.	Kilmarnock.	Kirkurd.
Hoddam.	Kilmaronock.	Kirkwall.
Holm.	Kilmartin.	Kirriemuir.
Holywood.	Kilmaurs.	Knapdale, North.
Houston.	Kilmodan.	Knapdale, South.
Hownam.	Kilmonivaig.	Knockando.
Hoy and Graemsay.	Kilmorack.	Knockbain.
Humbie.	Kilmore and Kilbride.	Lady.
Hume.	Kilmory.	Ladykirk.
Huntly.	Kilmuir, Easter.	Laggan.
Hutton (Berwick).	Kilmuir, Skye.	Lairg.
Hutton (Dumfries).	Kilninian and Kilmore.	Lanark.
Inch.	Kilninver and Kilmelford.	Langholm.
Inchinnan.	Kilpatrick, New.	Langton.
Inchture.	Kilrenny.	Larbert.
Innerkip.	Kilspindie.	Largo.
Innerleithen.	Kilsyth.	Largs.
Innerwick.	Kiltarlity.	Lasswade.
Insch.	Kiltearn.	Latheron.
Inveraray.	Kilwinning.	Lauder.
Inverarity.	Kincardine (Perth).	Laurencekirk.
Inveravon.	Kincardine O'Neil.	Legerwood.
Inverchaolain.	Kinclaven.	Leochel-Cushnie.
Inveresk.	Kinfauns.	Lerwick.
Inverkeillor.	Kingarth.	Leslie (Aberdeen).
Inverkeithing.	King Edward.	Leslie (Fife).
Inverkeithny.	Kinghorn.	Lesmahagow.
Inverness.	Kinglassie.	Leswalt.
Inverurie.	Kingoldrum.	Lethendy.
Irvine.	Kingsbarns.	Lethnot.
Jedburgh.	Kingussie.	Leuchars.
Johnstone.	Kinloch.	Libberton.
Jura.	Kinloss.	Liberton.
Keig.	Kinnaird.	Liff and Benvie.
Keir.	Kinneff and Caterline.	Lilliesleaf.
Keith.	Kinnell.	Linlithgow.
Keithhall.	Kinnellar.	Linton.
Kells.	Kinnethmont.	Linton, West.
Kelso.	Kinnettles.	Lintrathen.
Kelton.	Kinnoull.	Lismore and Appin.
Kemback.	Kinross.	Livingstone.
Kemnay.	Kintail.	Lochalsh.
Kenmore.	Kintore.	Lochbroom.
Kennoway.	Kippen.	Lochcarron.
Kettins.	Kirkbean.	Lochgoilhead and Kilmorich.
Kettle.	Kirkcaldy and Dysart.	Lochlee.
Kilbarchan.	Kirkcolm.	Lochmaben.
Kilbirnie.	Kirkconnel.	Lochrutton.
Kilbrandon.	Kirkcowan.	Lochs.
Kilbride (Arran).	Kirkcudbright.	Lochwinnoch.
Kilbride, East.	Kirkden.	Logie (Fife).
Kilbride, West.	Kirkgunzeon.	Logie (Stirling).
Kilcalmonell.	Kirkhill.	Logie-Almond.
Kilchoman.	Kirkhope.	Logie-Buchan.
Kilchrennan and Dalavich.	Kirkinner.	Logie-Coldstone.
Kilconquhar.	Kirkintilloch.	Logie-Easter.
Kildalton.	Kirkliston.	Logie-Pert.
Kildonan.	Kirkmabreck.	Logierait.
Kildrummy.	Kirkmahoe.	Longforgan.

SCOTLAND—*continued.*

Parish Councils—continued.

Local Authority.	Local Authority.	Local Authority.
Longformacus.	New Abbey.	Rothes.
Longside.	Newbattle.	Rothesay.
Lonmay.	Newburgh.	Rothiemay.
Loth.	Newburn.	Rousay and Egilshay.
Loudoun.	Newhills.	Row.
Luce, New.	Newlands.	Roxburgh.
Luce, Old.	New Spynie.	Rutherglen.
Lumphanan.	Newton.	Ruthven.
Lunan.	Newtyle.	Ruthwell.
Lundie.	Nigg (Kincardine).	St. Andrews and Deerness.
Lyne.	Nigg (Ross).	St. Andrews-Lhanbryd.
Machar, New.	North Berwick.	St. Andrews and St. Leonards.
Machar, Old.	North Bute.	St. Boswells.
Madderty.	North Mavine.	St. Cyrus.
Mains and Strathmartine.	Oathlaw.	St. Fergus.
Makerstoun.	Ochiltree.	St. Madoes.
Manor.	Oldhamstocks.	St. Martins.
Markinch.	Olrig.	St. Monance.
Marnoch.	Ordiquhill.	St. Mungo.
Maryculter.	Ormiston.	St. Ninians.
Marykirk.	Orphir.	Saddell and Skipness.
Maryton.	Orwell.	Saline.
Mauchline.	Oxnam.	Salton.
Maxton.	Oyne.	Sandsting.
Maybole.	Panbride.	Sandwick.
Mearns.	Papa Westray.	Sanquhar.
Meigle.	Parton.	Scone.
Meldrum.	Peebles.	Scoonie.
Melrose.	Pencaitland.	Selkirk.
Menmuir.	Penicuik.	Shapinshay.
Mertoun.	Penninghame.	Shotts.
Methlic.	Penpont.	Skene.
Methven.	Perth.	Skirling.
Middlebie.	Peterculter.	Slains.
Midmar.	Peterhead.	Slamannan.
Minnigaff.	Pettinain.	Sleat.
Minto.	Petty.	Smailholm.
Mochrum.	Pitsligo.	Small Isles.
Moffat.	Pittenween.	Snizort.
Moneydie.	Polwarth.	Sorbie.
Monifieth.	Port Glasgow.	Sorn.
Monikie.	Portmoak.	Southdean.
Monimail.	Port of Monteith.	Southend.
Monivaird.	Port Patrick.	Speymouth.
Monkland, New.	Portree.	Spott.
Monkland, Old.	Premnay.	Sprouston.
Monktown and Prestwick.	Prestonkirk.	Stair.
Monquhitter.	Prestonpans.	Stenuiss.
Montrose.	Rafford.	Stenton.
Monymusk.	Rathen.	Stevenston.
Moonzie.	Ratho.	Stewarton.
Morebattle.	Rathven.	Stirling.
Mordington.	Rattray.	Stitchel.
Morham.	Rayne.	Stobo.
Mortlach.	Reay.	Stonehouse.
Morton.	Redgorton.	Stoneykirk.
Morven.	Renfrew.	Stornoway.
Moulin.	Rerrick.	Stow.
Mouswald.	Rescobie.	Stracathro.
Moy and Dalarossie.	Resolis.	Strachan.
Muckhart.	Rhynd.	Strachur.
Muiravonside.	Rhynie.	Stralachlan.
Muirkirk.	Riccarton.	Straiton.
Murroes.	Roberton.	Stranraer.
Muthill.	Rogart.	Strath.
Nairn.	Ronaldshay, South, and Burray.	Strathblane.
Neilston.	Rosemarkie.	Strathdon.
Nenthorn.	Roseneath.	Strathmiglo.
Nesting, Lunnasting, Whalsay, and Skerries.	Rosskeen.	Strichen.
		Stromness.

SCOTLAND—*continued.*

Parish Councils—continued.

Local Authority.	Local Authority.	Local Authority.
Stronsay.	Tough.	Walls and Flotta (Flotta District).
Swinton.	Towie.	Walls and Flotta (Walls District).
Symington (Ayr).	Tranent.	Walls and Sandness.
Symington (Lanark).	Traquair.	Walston.
Tain.	Trinity-Gask.	Wamphray.
Tannadice.	Troqueer.	Wandell and Lamington.
Tarbat.	Tulliallan.	Watten.
Tarbolton.	Tullynessle and Forbes.	Weem.
Tarland.	Tundergarth.	Westerkirk.
Tarves.	Turriff.	Westray.
Tealing.	Tweedsmuir.	Westruther.
Temple.	Twynholm.	Whitburn.
Terregles.	Tynron.	Whitekirk and Tynninghame.
Teviothead.	Tyrie.	Whithorn.
Thurso.	Udny.	Whitsome.
Tibbermuir.	Uig.	Whittinghame.
Tillicoultry.	Uist, North.	Wick.
Tingwall.	Uist, South.	Wigtown.
Tinwald.	Unst.	Wiston and Roberton.
Tiree.	Uphall.	Yarrow.
Tongland.	Urquhart (Elgin).	Yell.
Tongue.	Urquhart (Ross).	Yester.
Torosay.	Urquhart and Glenmoriston.	Yetholm.
Torphichen.	Urr.	
Torryburn.	Urray.	
Torthorwald.		

District Committees.

Aberdeen County Districts :—
- Alford.
- Deer.
- Deeside.
- Ellon.
- Garioch.
- Huntly.
- Turriff.

Argyll County Districts :—
- Ardnamurchan.
- Cowal.
- Islay.
- Kintyre.
- Lorn.
- Mid Argyll.
- Mull.

Ayr County Districts :—
- Ayr.
- Carrick.
- Northern.

Banff County Districts :—
- First, or Banff.
- Second, or Keith.

Berwick County Districts :—
- East.
- Middle.
- West.

Bute County Districts :—
- Arran.
- Bute.
- Cumbrae.

Caithness County :—
- No Districts.

Clackmannan County :—
- No Districts.

Dumbarton County Districts :—
- Eastern.
- Western.

Dumfries County Districts :—
- Langholm.
- Lockerbie.
- Thornhill.

Edinburgh County Districts :—
- Calder.
- Gala Water.
- Lasswade.
- Suburban.

Elgin County :—
- No Districts.

Fife County Districts :—
- Cupar.
- Dunfermline.
- St. Andrews.

Forfar County Districts :—
- Arbroath.
- Brechin.
- Dundee.

Haddington County Districts :—
- Eastern.
- Western.

Inverness County Districts :—
- First, or Inverness.
- Second, or Aird.
- Third, or Badenoch.
- Fourth, or Lochaber.
- Fifth, or Skye.
- Sixth, or Harris.
- Seventh, or North Uist.
- Eighth, or South Uist.

Kincardine County Districts :—
- Laurencekirk.
- Lower Deeside.
- St. Cyrus.
- Stonehaven.
- Upper Deeside.

Kinross County :—
- No Districts.

Kirkcudbright County Districts :—
- Eastern.
- Northern.
- Southern.
- Western.

Lanark County Districts :—
- Middle Ward.
- Upper Ward.

Linlithgow County Districts :—
- Bathgate.
- Linlithgow.

Nairn County :—
- No Districts.

SCOTLAND—*continued.*

District Committees—continued.

Local Authority.	Local Authority.	Local Authority.
Orkney County Districts :— Mainland. North Isles. South Ronaldshay. Walls. Peebles County :— No Districts. Perth County Districts :— Eastern. Central. Highland. Perth. Western. Renfrew County Districts :— Second, or Lower.	Ross and Cromarty Districts :— Black Isle. Easter Ross. Lewis. Mid-Ross. South Western. Western. Roxburgh County Districts :— Hawick. Jedburgh. Kelso. Liddesdale. Melrose.	Selkirk County :— No Districts. Stirling County Districts :— First, or Central. Second, or Eastern. Third, or Western. Sutherland County :— No Districts. Wigtown County Districts :— Lower. Upper. Zetland County Districts :— Mainland. North Isles.

IRELAND.

PART I.

LOCAL AUTHORITIES WHOSE CONTRACTS FOR THE EXECUTION OF WORKS SPECIFY CONDITIONS AS TO THE WAGES TO BE PAID BY THE CONTRACTOR, OR OTHER CONDITIONS WITH REGARD TO THE PERSONS EMPLOYED BY HIM; AND THE CONDITIONS SPECIFIED IN THOSE CASES.

Name of Local Authority.	Conditions.
(A.)—*County Councils.*	
ANTRIM	Maintenance of road contracts: Contractors are to pay surfacemen at a certain rate per day—paid weekly—from 1*s.* 10*d.* to 2*s.* 6*d.* Contractors are to pay an overseer when required.
ARMAGH -	Unless the man appointed is a member of his own family, the contractor shall pay the surfaceman weekly at 2*s.* a day. The surfacemen are to do surface work only. There are no conditions attached to contractors carrying on special works.
DONEGAL - -	No conditions, except with regard to printing contracts. In printing contracts the Council require the contractor whose tender is accepted to pay not less than the minimum standard rate of wages at the rate paid in district, and to observe the hours and conditions now recognised as proper there, and that in every contract proper penalties shall be provided in case the contractor shall violate conditions, or shall sub-let any portion of his contract without consent in writing previously obtained. That it be made a condition of all Corporate contracts that regular tradesmen only be employed to perform tradesmen's work.
DOWN -	As regards road maintenance contracts, there is fixed a minimum wage, varying from 12*s.* to 16*s.* weekly for surface labourers. In one large harbour contract the condition was inserted that the contractor shall pay his workmen the wages usually deemed fair in the trades to which they belong, in cash, at least once a fortnight. As regards other conditions, the foremen and workmen are to be thoroughly skilled in their various trades and callings.
KERRY -	In contracts for the repair of public works other than roads, and also for the execution of all new works, Surveyor has power to order removal of incompetent workmen or of those who misconduct themselves.
LIMERICK - -	In case of special technical skill being required in contracts the County Surveyor usually reserves the right of appointing such specially skilled men, and names their wages.
LONDONDERRY -	The majority of the contracts make no provision as to wages to be paid by the contractor. A very few specify a minimum wage of 12*s.* a week to be paid road surfacemen. The following is an extract from specification:—"The number of "surfacemen mentioned . . . are to be employed in addition to "what other help the contractor may require to carry out the pro-"visions of this contract. These men are to be constantly employed "at all reasonable working hours, mending and dressing roadway. "The Surveyor may order the dismissal of any surfaceman at any "time upon assigning a reason therefor. The County Surveyor "may fine the contractor 1*l.* for each man found absent. . . . "Capable and skilful surfacemen are to be employed, and when the "rate of wages is specified for surfacemen, they shall be paid by "contractor at least at that rate."

IRELAND—*continued.*

Name of Local Authority.	Conditions.
(A.)—*County Councils*—continued.	
SLIGO	A clause to the following effect is inserted in all tenders in use by the County Council:— The contractor agrees to pay not less than the minimum standard rate of wages at the rate paid in Sligo Town and County, and to observe the hours and conditions now recognised as proper there, and he shall not sub-let any portion of the said work without the consent in writing, approved by and obtained from the County Surveyor, and he shall employ only regular tradesmen to perform tradesmen's work.
(B.)—*Town Councils.*	
BELFAST	The following is a copy of Standing Order with regard to contracts:— "76. Contractors tendering for or executing work under this Council must be paying to the whole of their workpeople (except such as may be employed under special provisions agreed upon by the employers and the organised bodies of workers) the standard rate of wages in the several districts where their workpeople are actually engaged in the execution of work, and must also be observing the hours of labour as well as the aforesaid rate of wages recognised by the associations of employers and the local organised bodies of workers in the various trades in the several districts where the work is being done, and must not prohibit their workpeople from joining trade societies, or continuing members of such societies. "Should the Council have, in its opinion, reasonable grounds for believing that these conditions are not complied with, the contractor shall be required to produce proof (to the satisfaction of the Council) of his compliance with the said conditions. "The contractor shall not assign or underlet the contract, or any part of it, or sub-contract, except with the consent of the Council, and upon such conditions as it may think fit; but if the tenderer at the time of tendering states his desire to sub-let any portions of the work not usually done by him, the Council will consent, provided that the sub-contractor is a person approved by it; the principal contractor shall be responsible, however, for all work done by such sub-contractor, and for its being carried out under the same conditions as if executed by himself. "Clauses embodying the various points herein named shall be inserted in all contracts for work, and contractors shall be required to signify their assent to them in writing. Failure to comply with any of the conditions set forth in such clauses shall, at the option of the Council, leave it within the power of the Council to cancel the contract, or to call upon the contractor to pay to the Council the sum of 100*l.* as liquidated damages." In the contract for the reconstruction of the Belfast tramways (1st November 1904), the following clauses were inserted in connection with the trackwork section:— "The minimum rate of wages to labourers shall be not less than 18*s.* 6*d.* per week. "The contractor in carrying out the work shall give a preference to local labour."
CLONMEL	All skilled and unskilled labour shall be hired locally if possible, or so far as may be consistent with the quality of the work and the due carrying out thereof within the specified time, and such wages shall be paid as are generally accepted as current in the district for competent workmen.
CORK	The form of contract in use by the Council provides that the contractor shall pay all workmen, including tradesmen and labourers, not less than the current rate of wages recognised by the Trades Unions in the several trades in the district, and for each breach of this undertaking the contractor shall pay the sum of 10*s.* and the Council may terminate the contract. The contract further provides that the contractor shall not sub-let the contract.
DROGHEDA	The "Standard Rate of Wages" clause of the House of Commons is in operation with regard to contracts for works.

IRELAND—*continued.*

Name of Local Authority.	Conditions.
(B.)—*Town Councils*—continued.	
DUBLIN - -	The following clauses are inserted in all contracts entered into by the Council, viz.:— "The contractor shall pay to those employed on the work under his contract not less than the minimum standard rate of wages paid in Dublin and district, and shall employ regular tradesmen to perform tradesmen's work and observe the hours and conditions of employment now recognised as proper there"; and "The contractor shall be bound, as far as possible, to employ local labour in the execution of his contract."
KILKENNY - -	The contractor is bound to pay the standard rate of wages to his tradesmen employed.
LIMERICK -	The following is a copy of Standing Order of the Council:— "The Council will require the contractor or contractors whose tender may be accepted to pay not less than the minimum standard rate of wages at the rate paid in Limerick, and to observe the hours and conditions recognised as proper in the City; and penalties shall be provided in case the contractor or contractors shall violate the above conditions, or shall sub-let any portion of his or their contracts, without the consent, in writing, of the Council previously obtained. The following conditions must also be observed, viz.:—That regular tradesmen only be employed to perform tradesmen's work, and local labour be availed of to the fullest extent, and materials of local or Irish manufacture used, where practicable."
LONDONDERRY -	All contracts entered into have the following clause:— "The persons tendering must satisfy the Corporation that the wages paid their workmen are such as are generally accepted as current in the trade connected with the Department where the work is being performed by competent workmen."
SLIGO -	The contracts entered into provide for the payment of wages in accordance with the Fair Wages Resolution of the House of Commons.
WEXFORD - -	The contractor is required to pay not less than the minimum standard rate of wages paid in Wexford district. The contractor must have all his employees insured against accident in an approved insurance company, and recognised artisans must be employed to do artisans' work. If this latter condition is not complied with, a small penalty is enforced in proportion to the amount of the contract.
(C.)—*Other Urban District Councils.*	
BANGOR - -	It is provided that the contractor shall undertake in carrying out his contract to pay the rate of wages and observe the hours of labour recognised in the district.
BLACKROCK - -	In building contracts the following clause is inserted in the advertisement for such:— "The contractors are to pay the standard rate of wages and to observe the usual hours of labour which are in operation in the district: "There shall be no sub-letting of contracts without the consent of the Urban Council." In scavenging and horse hire contracts the contractor is required to pay not less than 17*s.* per man per week.
BRAY - -	Most works are not executed by contract, but by the Council's workmen at local trade rates.
DUNDALK - -	No tender will be entertained for any contract which does not contain a clause to pay to the different artisans and labourers employed the current rate of wages in the district.

IRELAND—*continued.*

Name of Local Authority.	Conditions.
(C.)—*Other Urban District Councils*—continued.	
KILLINEY AND BALLYBRACK.	In building contracts the conditions issued by the Institute of Architects are embodied in contract.
NENAGH -	It is provided that the contractor is to employ none but competent tradesmen, and engineer shall have power to order the dismissal of any tradesman whom he shall deem incompetent to perform the work.
NEWRY - -	All contractors carrying out any contract for the Council must pay the standard wages in each trade.
WICKLOW -	It is provided that the contractor shall pay the standard rate of wages and that the contractor shall employ local workmen as far as possible.
(D.)—*Rural District Councils.*	
AGHALEE -	No conditions specified except in case of road maintenance contracts where the wages to be paid the surfacemen are fixed by the Council.
BALLYMENA - -	The contracts provide that the builder shall not, unless with the consent of the architect in writing, employ a sub-contractor for the execution of the works or any part thereof, but shall personally superintend the same. The architect may discharge or may require the builder to discharge any foreman or workman such architect may consider incompetent or as acting improperly, and the builder shall forthwith comply with any such requirement.
BALLYMONEY - -	With regard to surfacemen on roads, the payment of 1*s.* 10*d.* a day to each surfaceman is specified for.
BELFAST - - -	The contracts provide that the contractor shall pay to his workmen the rate of wages current in the locality during the continuance of the contract. The other conditions are:—Should the engineers or clerk of works consider at any time any of the workmen employed to be unsuitable, they shall give to the contractor notice, and the contractor shall forthwith have another man or other men placed in his or their place or places.
CASTLEREAGH	The contracts provide that the contractor shall pay to his workmen the rate of wages current in the locality during the continuance of the contract. The other conditions are:—Should the engineers or clerk of works consider at any time any of the workmen employed to be unsuitable, they shall give to the contractor notice, and the contractor shall forthwith have another man or other men placed in his or their place or places.
CLONEYGOWAN -	Contracts for building labourers' cottages specify:— "That in case the clerk of works of the Council shall be of opinion that any of the workmen employed by the contractor are unskilful or objectionable, the contractor shall at the written request of the said clerk of works, forthwith discharge any such workman or workmen, and shall supply their place to the satisfaction of the said clerk of works."
DOWNPATRICK	The contracts specify that surfacemen working on county roads are to be paid 2*s.* 2*d.* a day.
DROMORE, WEST -	In contracts for maintenance of roads and new and other miscellaneous works of a similar nature the following conditions are specified:— The contractor agrees to pay not less than the minimum standard rate of wages at the rate paid in Sligo Town and County and to observe the hours and conditions now recognised as proper there. The contractor shall employ only regular tradesmen to perform tradesmen's work.

IRELAND—*continued.*

Name of Local Authority.	Conditions.
(D.)—*Rural District Councils*—cont.	
DUBLIN, NORTH	The standard rate of wages is specified in contracts respecting each trade prevailing in the district. In this rural district the above is understood to be the wages prevailing in the City of Dublin, and as such it is *generally* observed by contractors. The rural council, however, have adopted no resolution relative to this owing to the difficulty in obtaining local skilled labour in districts far distant from the City of Dublin. The contracts provide that all work is to be done by day's labour in contractor's workshop and on the works, and that no sub-letting will be allowed except on the written permission of the Rural District Council.
DUBLIN, SOUTH -	The contracts provide that wages are to be paid at rates not less than the rates recognised by local associations and usual in the district in which the work tendered for is to be executed. Hours of labour are to be observed not greater than the hours recognised by local associations and usual in the district in which the work tendered for is to be executed.
DUNMANWAY - -	Conditions as to wages specified only in the case where a clerk of works is to be employed, and the sum to be paid varies, the county surveyor fixing the amount.
ENNISCORTHY - -	The contracts provide that the contractor must hold himself responsible for any accident to workmen during the progress of the work.
INISHOWEN -	Important contracts contain conditions to the effect that the contractor shall comply with the Fair Wages Resolution of the House of Commons.
KILLARNEY -	The contracts provide that skilled tradesmen are to be employed.
KILRUSH -	In the case of contracts for the building of labourers' cottages, it is provided that the contractors shall employ none but regular tradesmen, and the power is reserved to the Council's engineer of dismissing any tradesmen whom he may consider incompetent.
KINSALE - - -	The contracts provide that any workman or workmen objected to by the engineer shall be immediately dismissed.
LARNE -	In the contracts entered into for road maintenance and repair it is provided that each surfaceman employed is to be paid at the rate of 2*s.* 4*d.* a day.
LIMAVADY -	Some of the road maintenance contracts provide that surfacemen are to receive specified wages.
MOUNTMELICK - -	Contracts for building labourers' cottages specify :— "That in case the clerk of works of the Council shall be of opinion that any of the workmen employed by the contractor are unskilful or objectionable, the contractor shall, at the written request of the said clerk of works, forthwith discharge any such workman or workmen, and shall supply their place to the satisfaction of the said clerk of works."
MULLINGAR - -	The Council require the contractor whose tender may be accepted to pay not less than the minimum rate of wages paid in Mullingar and district, and to employ regular tradesmen to do tradesmen's work.
NEWTOWNARDS -	It is specified that the contractor pay not less than at the rate of 14*s.* per week to surfacemen for keeping roads in repair.
SLIGO - - -	Contractors are required to pay not less than the minimum standard rate of wages at the rate paid in Sligo Town and County, and to observe the hours and conditions now recognised as proper there. Only regular tradesmen to be employed to perform the contracts.
TRALEE - -	In the contracts entered into the specifications contain clauses providing that none but competent men in their various trades shall be employed by the contractors.

IRELAND—*continued.*

Name of Local Authority.	Conditions.
(D.)—*Rural District Councils*—cont.	
WATERFORD, No. 1 -	The following is an extract from the specification for erection of labourers' cottages by the Council under authority of the Labourers' (Ireland) Acts :— "No workman to be employed at buildings of cottages but skilled hands, proper masons, slaters, and carpenters, each in his own department of the trade."
WATERFORD, No. 2	The following is an extract from the specification for erection of labourers' cottages by the Council under authority of the Labourers' (Ireland) Acts :— "No workman to be employed at buildings of cottages but skilled hands, proper masons, slaters, and carpenters, each in his own department of the trade."
(E.)—*Boards of Guardians.*	
BELFAST - - -	It is provided that the contractor shall pay to his workmen the rate of wages current in the locality during the continuance of the contract. Other conditions are:—Should the engineers or clerk of works consider at any time any of the workmen employed to be unsuitable, they shall give to the contractor notice, and the contractor shall forthwith have another man or other men placed in his or their place or places.
DUBLIN, NORTH -	The standard rate of wages prevailing in the Dublin district is specified to be paid to the respective trades, for skilled and unskilled labour. The hours of labour are also specified, namely, that recognised by the various Trades' bodies. Other conditions are that no work is to be sub-let by the contractor, but that all labour is to be performed by the day, carried out in the contractor's workshops, or on the works by his own tradesmen. Any departure from this rule to be made only by the written permission of the Guardians.
DUBLIN, SOUTH -	Contractors are to comply with the Fair Wages Resolution of the House of Commons.
ENNISCORTHY - -	The contractor must hold himself responsible for any accident to workmen during the progress of the work.
KILLARNEY -	It is provided that skilled tradesmen are to be employed.
KINSALE -	It is provided that any workman or workmen objected to by the engineer shall be immediately dismissed.
LIMERICK -	Wages to be paid by contractor in accordance with Fair Wages Resolution, adopted some years ago by the Guardians.
MULLINGAR -	That the Guardians will require the contractor whose tender may be accepted to pay not less than the minimum rate of wages in Mullingar and district, and that regular tradesmen be employed to do tradesmen's work.
SLIGO - - -	Contractors to pay not less than the minimum standard rate of wages at the rate paid in Dublin and district, and to observe the hours and conditions now recognised as proper there. Regular tradesmen only to be employed to perform tradesmen's work.
TRALEE - -	In the contracts entered into, the specifications contain clauses providing that none but competent men in their various trades shall be employed by the contractors.
WATERFORD -	In March 1903 the Guardians passed a resolution to the effect that the Fair Wages Resolution should be adopted in all their public contracts and to give a preference to local employers and employees.

IRELAND—*continued.*

PART II.

LOCAL AUTHORITIES WHOSE CONTRACTS FOR THE EXECUTION OF WORKS DO NOT SPECIFY CONDITIONS AS TO THE WAGES TO BE PAID BY THE CONTRACTOR, OR OTHER CONDITIONS WITH REGARD TO THE PERSONS EMPLOYED BY HIM.

Name of Local Authority.

(A.) *County Councils.*

Carlow.
Cavan.
Clare.
Cork.
Dublin.
Fermanagh.
Galway.
Kildare.
Kilkenny.
King's.
Leitrim.
Longford.
Louth.
Mayo.
Meath.
Monaghan.
Queen's.
Roscommon.
Tipperary, North Riding.
Tipperary, South Riding.
Tyrone.
Waterford.
Westmeath.
Wexford.
Wicklow.

(B.) *Town Council.*

Waterford.

(C.) *Other Urban District Councils.*

Armagh.
Athlone.
Athy.
Ballina.
Ballinasloe.
Ballymena.
Ballymoney.
Banbridge.
Belturbet.
Birr.
Carlow.
Carrickfergus.
Carrickmacross.
Carrick-on-Suir.
Cashel.
Castlebar.
Castleblayney.
Cavan.
Clonakilty.
Clones.

Name of Local Authority.

(C.)—*Other Urban District Councils*—continued.

Coleraine.
Cookstown.
Cootehill.
Dalkey.
Dromore.
Dungannon.
Dungarvan.
Ennis.
Enniscorthy.
Enniskillen.
Fermoy.
Galway.
Granard.
Holywood.
Keady.
Kells.
Killarney.
Kilrush.
Kingstown.
Kinsale.
Larne.
Letterkenny.
Limavady.
Lisburn.
Listowel.
Longford.
Lurgan.
Macroom.
Mallow.
Midleton.
Monaghan.
Naas.
Navan.
New Ross.
Newtownards.
Omagh.
Pembroke.
Portadown.
Portrush.
Queenstown.
Rathmines and Rathgar.
Skibbereen.
Strabane.
Tanderagee.
Templemore.
Thurles.
Tipperary.
Tralee.
Trim.
Tullamore.
Warrenpoint.
Westport.
Youghal.

Name of Local Authority

(D.)—*Rural District Councils.*

Abbeyleix.
Antrim.
Ardee, No. 1.
Ardee, No. 2.
Armagh.
Athlone, No. 1.
Athlone, No. 2.
Athy, No. 1.
Athy, No. 2.
Bailieborough.
Ballina.
Ballinamore.
Ballinasloe, No. 1.
Ballinasloe, No. 2.
Ballinrobe.
Ballycastle.
Ballymahon.
Ballymore.
Ballyshannon.
Ballyvaghan.
Balrothery.
Baltinglass, No. 1.
Baltinglass, No. 2.
Baltinglass, No. 3.
Banbridge.
Bandon.
Bantry.
Bawnboy.
Belleek.
Belmullet.
Birr, No. 1.
Birr, No. 2.
Borrisokane.
Boyle, No. 1.
Boyle, No. 2.
Caherciveen.
Callan.
Carlow.
Carrickmacross.
Carrick-on-Shannon, No. 1.
Carrick-on-Shannon, No. 2.
Carrick-on-Suir, No. 1.
Carrick-on-Suir, No. 2.
Carrick-on-Suir, No. 3.
Cashel.
Castlebar.
Castleblayney.
Castlecomer.
Castlederg.
Castlerahan.
Castlerea.
Castletown.
Cavan.
Celbridge, No. 1.
Celbridge, No. 2.
Charleville.

IRELAND—*continued.*

Name of Local Authority.	Name of Local Authority.	Name of Local Authority.
(D.)—*Rural District Councils*—continued.	(D.)—*Rural District Councils*—continued.	(E.)—*Boards of Guardians.*
Claremorris.	Louth.	Abbeyleix.
Clifden.	Lurgan.	Antrim.
Clogheen.	Macroom.	Ardee.
Clogher.	Magherafelt.	Armagh.
Clonakilty.	Mallow.	Athlone.
Clones, No. 1.	Manorhamilton.	Athy.
Clones, No. 2.	Meath.	Bailieborough.
Clonmel, No. 1.	Midleton.	Ballina.
Clonmel, No. 2.	Milford.	Ballinasloe.
Coleraine.	Millstreet.	Ballinrobe.
Cookstown.	Mitchelstown, No. 1.	Ballycastle.
Coole.	Mitchelstown, No. 2.	Ballymahon.
Cootehill, No. 1.	Mohill.	Ballymena.
Cootehill, No. 2.	Moira.	Ballymoney.
Cork.	Monaghan.	Ballyshannon.
Corrofin.	Mount Bellew.	Ballyvaghan.
Croom.	Mullaghoran.	Balrothery.
Crossmaglen.	Naas, No. 1.	Baltinglass.
Delvin.	Naas, No. 2.	Banbridge.
Dingle.	Navan.	Bandon.
Donegal.	Nenagh.	Bantry.
Dundalk.	Newcastle.	Bawnboy.
Dunfanaghy.	New Ross.	Belmullet.
Dungannon.	Newry, No. 1.	Birr.
Dungarvan.	Newry, No. 2.	Borrisokane.
Dunshaughlin.	Oldcastle.	Boyle.
Edenderry, No. 1.	Omagh.	Caherciveen.
Edenderry, No. 2.	Oughterard.	Callan.
Edenderry, No. 3.	Portumna.	Carlow.
Ennis.	Rathdown, No. 1.	Carrickmacross.
Enniskillen.	Rathdown, No. 2.	Carrick-on-Shannon.
Enniskillen, No. 2.	Rathdrum.	Carrick-on-Suir.
Ennistymon.	Rathkeale.	Cashel.
Fermoy.	Roscommon.	Castlebar.
Galway.	Roscrea, No. 1.	Castleblayney.
Glennamaddy.	Roscrea, No. 2.	Castlecomer.
Glenties.	Roscrea, No. 3.	Castlederg.
Glin.	Scariff.	Castlerea.
Gorey.	Shillelagh.	Castletown.
Gort.	Skibbereen.	Cavan.
Gortnahoe.	Skull.	Celbridge.
Granard, No. 1.	Slievardagh.	Claremorris.
Hillsborough.	Slievemargy.	Clifden.
Ida.	Strabane, No. 1.	Clogheen.
Idrone.	Strabane, No. 2.	Clogher.
Irvinestown.	Stranorlar.	Clonakilty.
Kanturk.	Strokestown.	Clones.
Kells.	Swineford.	Clonmel.
Kenmare.	Tanderagee.	Coleraine.
Kilbeggan.	Thomastown.	Cookstown.
Kilkeel.	Thurles.	Cootehill.
Kilkenny.	Tipperary, No. 1.	Cork.
Killadysert.	Tipperary, No. 2.	Corrofin.
Killala.	Tobercurry.	Croom.
Kilmacthomas.	Trillick.	Delvin.
Kilmallock.	Trim.	Dingle.
Kinlough.	Tuam.	Donegal.
Letterkenny.	Tulla.	Downpatrick.
Limerick, No. 1.	Tullamore.	Drogheda.
Limerick, No. 2.	Urlingford, No. 1.	Dromore, West.
Lisburn.	Westport.	Dundalk.
Lismore.	Wexford.	Dunfanaghy.
Lisnaskea.	Youghal, No. 1.	Dungannon.
Listowel.	Youghal, No. 2.	Dungarvan.
Londonderry, No. 1.		Dunmanway.
Londonderry, No. 2.		Dunshaughlin.
Longford.		Edenderry.
Loughrea.		Ennis.
		Enniskillen.

IRELAND—*continued.*

Name of Local Authority.	Name of Local Authority.	Name of Local Authority.
(E.)—*Boards of Guardians* —continued.	(E.)—*Boards of Guardians* —continued.	(E.)—*Boards of Guardians* —continued.
Ennistymon.	Londonderry.	Portumna.
Fermoy.	Longford.	Rathdown.
Galway.	Loughrea.	Rathdrum.
Glenhamaddy.	Lurgan.	Rathkeale.
Glenties.	Macroom.	Roscommon.
Gorey.	Magherafelt.	Roscrea.
Gort.	Mallow.	Scariff.
Granard.	Manorhamilton.	Shillelagh.
Inishowen.	Midleton.	Skibbereen.
Irvinestown.	Milford.	Skull.
Kanturk.	Millstreet.	Strabane.
Kells.	Mitchelstown.	Stranorlar.
Kenmare.	Mohill.	Strokestown.
Kilkeel.	Monaghan.	Swineford.
Kilkenny.	Mount Bellew.	Thomastown.
Killadysert.	Mountmellick.	Thurles.
Killala.	Naas.	Tipperary.
Kilmacthomas.	Navan.	Tobercurry.
Killmallock.	Nenagh.	Trim.
Kilrush.	Newcastle.	Tuam.
Larne.	New Ross.	Tulla.
Letterkenny.	Newry.	Tullamore.
Limavady.	Newtownards.	Urlingford.
Lisburn.	Oldcastle.	Westport.
Lismore.	Omagh.	Wexford.
Lisnaskea.	Oughterard.	Youghal.
Listowel.		

CONTRACTS OF LOCAL AUTHORITIES (WAGES).

RETURN showing (1) for ENGLAND and WALES, as regards each COUNTY COUNCIL, TOWN COUNCIL, METROPOLITAN BOROUGH COUNCIL, URBAN and RURAL DISTRICT COUNCIL, and BOARD OF GUARDIANS; (2) for SCOTLAND, as regards each COUNTY COUNCIL, TOWN COUNCIL, PARISH COUNCIL, and DISTRICT COMMITTEE; and (3) for IRELAND, as regards each COUNTY COUNCIL, TOWN COUNCIL, URBAN DISTRICT COUNCIL (not being a TOWN COUNCIL), RURAL DISTRICT COUNCIL, and BOARD OF GUARDIANS; whether the CONTRACTS entered into by the AUTHORITY for the execution of works specify any conditions as to the WAGES to be paid by the CONTRACTOR, or other conditions with regard to the PERSONS employed by him; and, if so, what are the conditions so specified.

(*Sir Charles Dilke.*)

Ordered, by the House of Commons, *to be Printed* 7 *August* 1905.

[*Price* 11*d.*]

Date Due